

# ASPIRE

ART







# ASPIRE<sup>ART</sup>

*Historic, Modern & Contemporary Art*





## *Historic, Modern & Contemporary Art*

Evening Sale | Cape Town | 16 March 2022

Public auction hosted by Aspire Art

### VIEWING AND AUCTION LOCATION

37A Somerset Road | De Waterkant | Cape Town | 8001

### LIVE AUCTION

Wednesday 16 March 2022 | 7 pm

### VIEWING

Lots will be on view at our Cape Town gallery & auction room

Friday 11 to Wednesday 16 March from 10 am to 5 pm

### AUCTIONEER

Ruarc Peffers

### AUCTION CODE AND NUMBER

When sending telephone or absentee bids,

this sale is referred to as: CT 16 MAR 22

### CONDITIONS OF SALE

The auction is subject to: Rules of Auction, Important Notices,  
Conditions of Business and Reserves

### AUCTION RESULTS

+27 21 418 0765

View them on our website [www.aspireart.net](http://www.aspireart.net)

### ABSENTEE AND TELEPHONE BIDS

[bids@aspireart.net](mailto:bids@aspireart.net) | +27 21 418 0765

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Company Reg No: 2016/074025/07 | VAT number: 4100 275 280







# GLOSSARY OF CATALOGUING TERMS AND PRACTICE

Terms used in this catalogue have the following meanings and conventions ascribed to them.

Condition reports are available on all lots by request, and bidders are advised to inspect all lots themselves.

## ARTIST DETAILS

If a work is by a **deceased** artist, the artist's name is followed by their country of origin and birth–death dates.

If an artist is still living, the artist's name is followed by their birth date and country of origin.

**Attributed to ...** in our opinion, most likely a work by the artist in whole or in part.

**Studio of ... / Workshop of ...** in our opinion, a work likely to have come from the studio of the artist or produced under their supervision.

**Circle of ...** in our opinion, a contemporaneous work by an unidentified artist working in that artist's style.

**Follower of ...** in our opinion, a work by an unidentified artist working in the artist's style, contemporary or near contemporary, but not necessarily by a student of the artist.

**School of ...** in our opinion, a work executed at the time and in the style associated with the artist.

**South African School, 18th century ...** in our opinion, a work executed at the time and in the style associated with that region.

**Manner of ...** in our opinion, a work by an unidentified artist working in the artist's style but at a later date, although not of recent execution.

**Style of ...** in our opinion, a work by an unidentified artist working in the artist's style and of recent execution.

**After ...** in our opinion, a copy by an unidentified artist of a work by the artist, of any date.

## CONVENTIONS IN TITLES

For works where the title is **known** (i.e. given by the artist, listed in a catalogue or referenced in a book); where it is acknowledged as the official title of the work, these titles are in title case and italics – unless specifically stated by the artist as sentence case, lower case, upper case or any variation thereof.

Where the title of an artwork is **unknown**, a descriptive title is given. This title is in sentence case and is not italicised.

## SIGNATURE, DATE AND INSCRIPTION CONVENTIONS

The term **signed ... /dated ...** and/or **inscribed ...** means that the signature and/or date and/or inscription is by the artist, in our opinion.

The term **bears a ... signature/date/inscription** indicates our opinion that the artist's **name/date/inscription** has been added by another hand (this is also applicable where the term 'in another hand' is used). Where a semi-colon is used, everything thereafter is on the reverse of the artwork.

## DIMENSION CONVENTIONS

Measurements are given in centimetres (height before width) and are rounded up to the nearest half centimetre.

In the case of prints and multiples, measurements are specific to one decimal place, and the dimensions will be listed as sheet size, plate size or print size.

**Sheet size:** describes the size of the entire sheet of paper on which a print is made. This may also be referred to as 'physical size'.

**Plate size:** describes the size of the metal sheet on which an etching has been engraved and excludes all margins.

**Print/image size:** describes the size of the full printed area for all other printmaking methods and excludes all margins.

## FRAMING

All works are framed, unless otherwise stated in the catalogue, or if they are listed as a portfolio, artist's book, tapestry or carpet.

## PROVENANCE

The history of ownership of a particular lot.

## EXHIBITED

The history of exhibitions in which a particular lot has been included.

## LITERATURE

The history of publications in which a particular lot has been included.

## ESTIMATE

The price range (included in the catalogue or any **sale room notice**) within which we believe a lot may sell. **Low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the midpoint between the two figures.

## LOT

Is an item to be offered at auction (or two or more items to be offered at auction as a group).

## RESERVE

A confidential amount, below which we are not permitted to sell a lot.

## SALEROOM NOTICE

A written notice regarding a specific lot(s), posted near the lot(s) in the saleroom, published on [www.aspireart.net](http://www.aspireart.net), and announced by the auctioneer prior to selling the lot(s).

## CONDITION REPORT

A report on the condition of the lot as noted when catalogued. [We are not qualified restorers or conservators. These reports are our assessment of the general condition of the artwork. Prospective buyers are advised to satisfy themselves as to the condition of any lot(s) sold.]







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*Mr Consumer 2*





We invest in the  
long-term value of  
collecting African art

We turn cultural capital into  
economic wealth. We curate,  
consult, exhibit and sell because  
it's not just about auctions.  
It's about an art ecosystem.

# WAV

## *Inscriptions of abstractions.*

23 March – 15 April

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CURATED BY

STUDIO**NXUMALO**

The exhibition is initiated and curated by **Studio Nxumalo Contemporary** in partnership with Aspire Art, marking this exhibition the inaugural project that celebrates the studio as associated curators at Aspire.





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# BUYERS GUIDE

The following information is designed to guide prospective bidders through the auction process and explains how to bid at an auction by Aspire. Our staff are happy to assist with any queries.

## 1. Identify your potential acquisition

Aspire holds four live auctions per annum. You can subscribe to our printed catalogues to view all works coming up in an auction or alternatively, our e-catalogues are posted online approximately three weeks prior to each sale; these are free downloads and give a full overview of each auction. Keep an eye on our website and social media platforms where we will provide regular updates regarding sale information and when catalogues are available to view online. The auction preview is open to the public.

## 2. The catalogue

The catalogue includes all information regarding the lot(s) being offered in an auction (including artwork details, date, medium, dimensions, quantity of items in the lot, and so forth). Condition reports are not included in the catalogue, but may be requested by emailing [conditionreports@aspireart.net](mailto:conditionreports@aspireart.net). However, as we are not qualified conservators, we advise that you view the lot in person to satisfy yourself as to the condition of a prospective purchase. Condition reports are not necessarily compiled by professional conservators unless otherwise stated.

## 3. Estimates

Aspire assigns a low and high estimate to every lot. These estimates give our opinion of value, bearing the following factors in mind: the sales precedent of each artist, the subject matter, the importance of the work within the artist's oeuvre, the condition of the work and assimilates the accumulative totality of all of these factors. Each lot has a confidential reserve price agreed between Aspire and the seller of the lot. The reserve is the minimum price that will be accepted for a lot, any amount below which a lot will not be sold. The reserve price will not exceed the low estimate.

The estimates included in this catalogue are expressed in South African Rands, the conversion into foreign currency being made, for information only, on the basis of the rate of change in force on 26 February 2022.

These conversions are for information only, and bidders are invited, if they wish, to check the rate of exchange in effect on the day of the sale. All invoices that will be issued after the sale, will only be expressed in South African Rands.

All payments relating to the sale must be made in South African Rands.

## 4. Specialist assistance

Our specialists are available to discuss any lot in further detail if you require additional information. Please do not hesitate to contact us.

## 5. Bidding with Aspire

Bidding may be done in four ways, depending on your preference and availability during the live auction.

**New bidders to Aspire will need to supply us with their ID/Driver's license and proof of address.**

### 5.1. Live bidding in the saleroom

You can physically bid during a live auction by registering and bidding in the saleroom. You may register to bid prior to the auction (online or during the preview), or you can register on the day of the auction.

The auction is open to the public. If you cannot attend the auction, there are two absentee bidding methods available to you.

### 5.2. Telephone bid

An Aspire representative will phone you during the live auction: a trained staff member will walk you through the auction as it happens and you may instruct the representative to bid on a lot on your behalf. Don't forget to send through your telephone bids at least 24 hours before the commencement of the auction to ensure sufficient time for processing.

You can now also register your telephone bids online through our website.

### 5.3. Written bid (Absentee bid/Book bid/Commission bid)

Recorded bids entered into the auctioneer's catalogue. The auctioneer will, in your absence, bid on your behalf, up to the maximum amount given by you. Should the bidding not reach your maximum bid, you will acquire the lot for one increment above the previous bid.

You can now also register your absentee bids online through our website prior to the auction.

### 5.4. Online in real-time via [www.live.aspireart.net](http://www.live.aspireart.net) during the live auction

## 6. Payments, collection and storage

Payment must be made immediately after completion of the auction, as stated in our Terms and Conditions of Business, unless otherwise agreed with Aspire beforehand.

Once payment for the purchased lot is made and cleared, you may take the lot or arrange for collection. An Aspire representative will contact you the day after the auction to assist with logistics. If you are unable to collect the artwork within the allocated time – Aspire will arrange storage or delivery of the lot, which will be for your account.

Aspire will store artworks purchased at the auction under Aspire's insurance for a limited time only (see our Terms and Conditions of Business). Storage and handling costs will be charged if the property is not collected within this time.

## 7. Commissions and fees payable

### Buyers premium

Buyers will be liable for payment of the purchase price. The purchase price is the hammer price, the Buyer's premium and VAT charged on the premium.

**Commission charged on any lot selling up to and including R50 000 is 15% (plus VAT).**

**Commission charged on any lot selling in excess of R50 000 is 12% (plus VAT).**



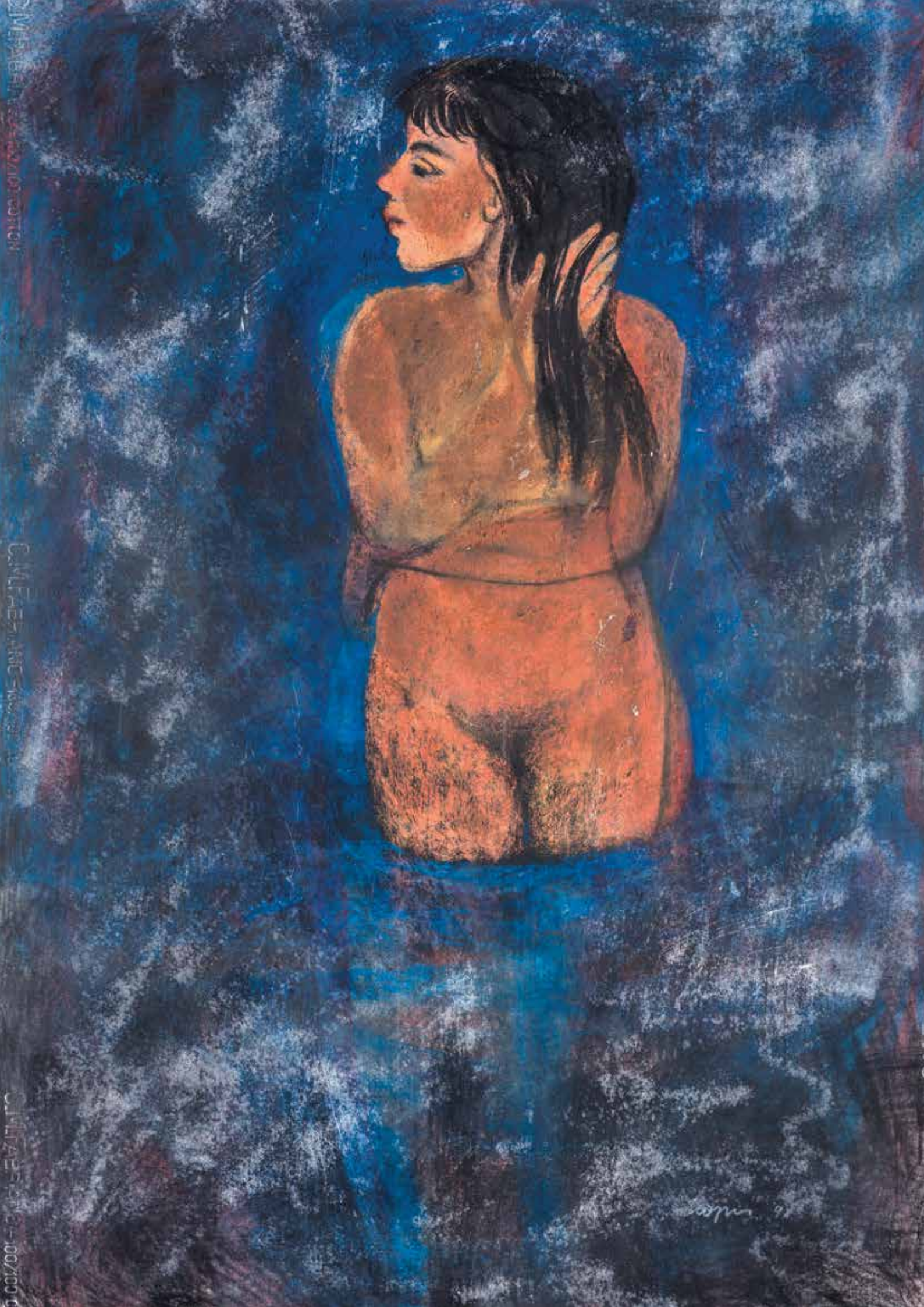
# Inviting Consignments

## AUCTION IN JOHANNESBURG

### Historic, Modern & Contemporary Art

June 2022

Entries close end April 2022



100/100

C. M. F. 1910

100/100



# ONLINE BIDDING GUIDE

Our website has an integrated sales platform, making art collecting more accessible and convenient.

Now all your bidding requirements will be in one location with a single login. Whether you are joining us for a live auction or participating online from anywhere in the world, bidding at Aspire is easy and efficient.

## CREATE AN ACCOUNT/SIGN IN

The user portal is your source for all functions related to bidding and setting up your personal account is simple.

Go to [aspireart.net](http://aspireart.net) and click the user icon in the top right hand corner.

Fill out the 'Create My Account' form with your contact information and desired password.

You will then receive an email to confirm and activate your Aspire account.

Returning clients or clients that have transacted with Aspire in the past can simply Sign In.

You will be required to reset your password if you have not interacted with our online bidding platform in the last three months. To do so, please follow the 'Forgotten Password' link under the SIGN IN section.

## REGISTER & PLACE BIDS

You can register for auctions and place bids directly from our website.

### REGISTER

Register for any upcoming sale directly from our Upcoming Auctions page or through a specific sale page.

You will also automatically be registered for a sale when you submit absentee bids through our website.

### PLACE BIDS

Submit your maximum absentee bid(s) online through a lot view page.

You can also place bids on those lots added to your Wishlist directly from your 'My Account' page.

Arrange for telephone bidding via our Telephone Bidding Request form.

Up to 24 hours prior to an auction, you may also send a Bid Form by email to [bids@aspireart.net](mailto:bids@aspireart.net).

Before placing your bids, please make sure to review our Bidding Increments, Buyer's Premium, and Terms & Conditions of Business.

## LIVE BIDDING

Return to our website on sale day to bid online in real time through our complimentary bidding platform, **Aspire Live**.

Or join us at our Cape Town auction rooms on Wednesday 16 March 2022 to bid in person:

37A Somerset Road | De Waterkant | Cape Town | 8001

**Please Note: viewing will be open from Friday 11 to Wednesday 16 March from 10 am to 5 pm.**

Enquiries:

[ct@aspireart.net](mailto:ct@aspireart.net) | +27 21 418 0765









*Historic, Modern & Contemporary Art*

Live Auction

Lots 1 to 111



1

**Neville Lewis**

South Africa 1895–1972

Portrait of a young  
woman in yellow  
headscarf

oil on board  
signed top right  
39.5 x 29.5 cm;  
framed size: 58 x 48.5 x 5.5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

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PROVENANCE

Campbell Smith collection.

2

**Neville Lewis**

South Africa 1895–1972

Portrait of a young girl

oil on canvas  
signed top right  
41.5 x 31 cm;  
framed size: 58.5 x 48.5 x 5.5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

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PROVENANCE

Campbell Smith collection.

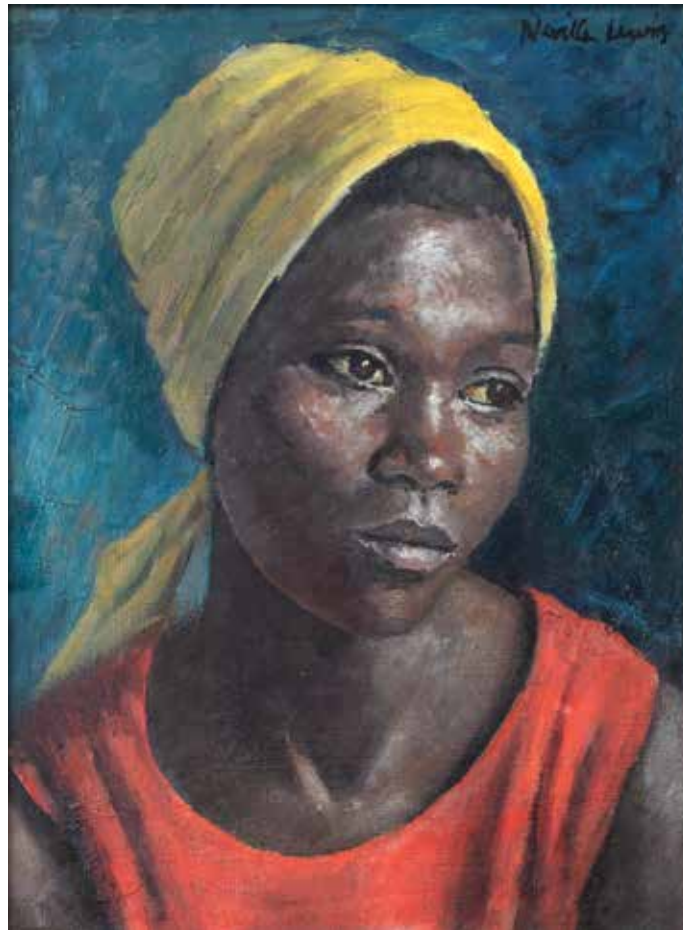
Strauss & Co., *Important South African and  
International Art - Day Sale*, 16 October  
2017, lot 468.

Notably one of the most prominent and best-known portraitists in South African art history, Neville Lewis' illustrious career included official commissions for important political personalities like Sir Winston Churchill; Chief Tshekedi Khama and Chief Albert Luthuli. As an artist exploring the people and various communities in the places around him, he also sought to portray ordinary and rural subjects, focussing predominantly on 'native' sitters. This dichotomy resulted in a remarkable oeuvre of portraits that provide an extensive and telling pictorial record of the diverse individuals, active and present in the country (and internationally), during colonial times.

These striking portraits of a young woman in yellow headscarf and a young girl are both highly accomplished oil studies. Whilst slightly academic in nature, the works are formal, yet compassionate characterisations of the sitters. One is drawn to their eyes, and their calm and pensive demeanour. Beautifully rendered, their presence and quiet vitality shine through – evidence of the artist's assured handling of paint, using broad and brisk brushwork to apply various tones of complementary colours.

Neville Lewis' work is held in various public collections locally and abroad including the Iziko South African National Gallery in Cape Town, Johannesburg Gallery, Africana Museum, Johannesburg; Durban Art Gallery, William Humphreys Gallery, Kimberley; The British Museum, National Gallery and Tate Modern in London.

*Marelize van Zyl*





3

## Peter Clarke

South Africa 1929–2014

### *Embrace*

1966

gouache on paper

signed and dated '14-10-1966' bottom right

28.5 x 34 cm; framed size: 51 x 56.5 x 4.5 cm

ZAR 120 000 – 160 000

USD 7 920 – 10 560

GBP 5 880 – 7 840

EURO 7 080 – 9 440

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#### PROVENANCE

Private collection, Johannesburg.

Acquired directly from the artist.

Peter Clarke holds a unique place in South African art, both for his poignant insights into South African society and for the consummate control of the mediums he chooses to best convey his message. His graphic skills were refined in printmaking classes at the Michaelis School of Fine Art in 1961. And he acquired additional art skills and confidence through his attendance in 1962 at the Rijksakademie van beeldende kunsten in Amsterdam with funding from the Congress for Cultural Freedom in Paris, arranged through exiled South African writer, Es'kia Mphahlele, with whom Clarke was acquainted through their work for *Drum* magazine.<sup>1</sup>

Clarke's *Embrace* encapsulates the wonder of young love. The focal point in the vast landscape is the tender embrace of this couple, in which the young man takes the young woman's hand in his and looks deeply into her eyes. She turns to him to return his loving gaze. The colours of their clothing – his orange sweater and her pale blue dress – are echoed throughout the landscape, emphasising their communing with nature. They blend into their surroundings as if they are at home here and comfortable in one another's company.

However, the dark washes in the foreground and the sky foreshadow heavy weather on the horizon – perhaps this is an intimation of the political developments and increasing tensions of the mid-1960s, of which Clarke would have been only too aware, and a portend of the upheavals of the student uprisings of the 1970s. Or a hint that “the course of true love never did run smooth”, as Lysander says in Shakespeare's *A Midsummer Night's Dream*?

*Emma Bedford*

<sup>1</sup> Hobbs, P and Rankin, E. (2011). *Listening to Distant Thunder: The Art of Peter Clarke*. Standard Bank of South Africa, Johannesburg, p.89.







4

## Sydney Kumalo

South Africa 1935–1988

### *Girl with Dove*

circa 1970

bronze on a wooden base  
signed and numbered 1/5 along the left leg  
35 x 18.5 x 17 cm excluding base;  
41.5 x 28 x 21.5 cm including base

ZAR 150 000 – 200 000

USD 9 900 – 13 200

GBP 7 350 – 9 800

EURO 8 850 – 11 800

#### NOTES

This work was cast by Renzo Vignali Artistic Foundry for Goodman Gallery.

Another cast of *Girl with Dove* is in the Sanlam Art Collection, Cape Town.

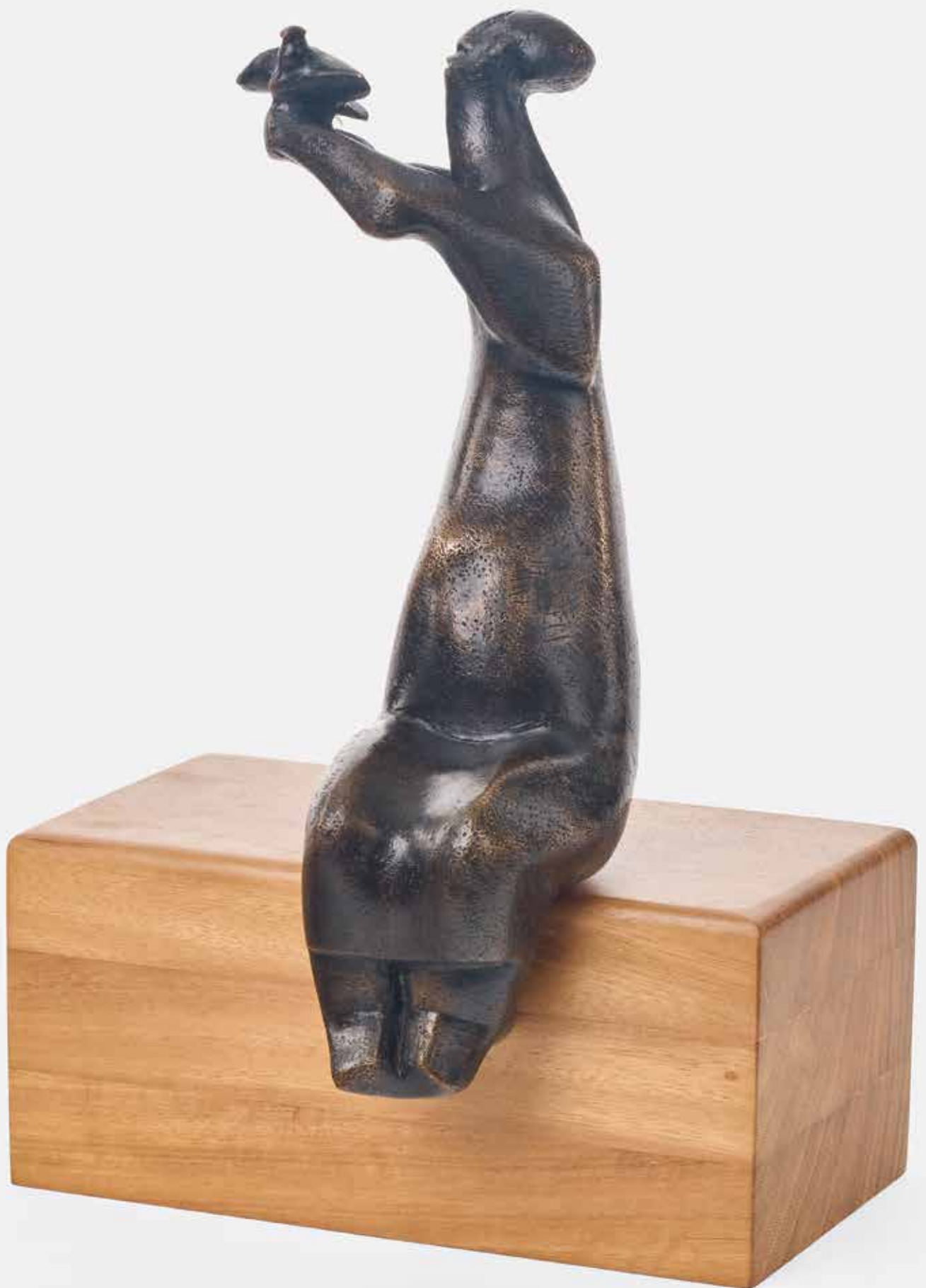
Another version of *Girl with Dove*, with a different configuration of the bird's wings is in the collection of the Rupert Art Museum in Stellenbosch.

#### PROVENANCE

The Sydney Kumalo Estate.



*signed and numbered 1/5*





5

Sydney Kumalo

South Africa 1935–1988

*Hat on Wheels*

bronze on a wooden base

signed bottom left

from an edition of 5

38.5 x 14 x 23.5 cm excluding base;

44 x 26.5 x 30 cm including base

ZAR 90 000 – 120 000

USD 5 940 – 7 920

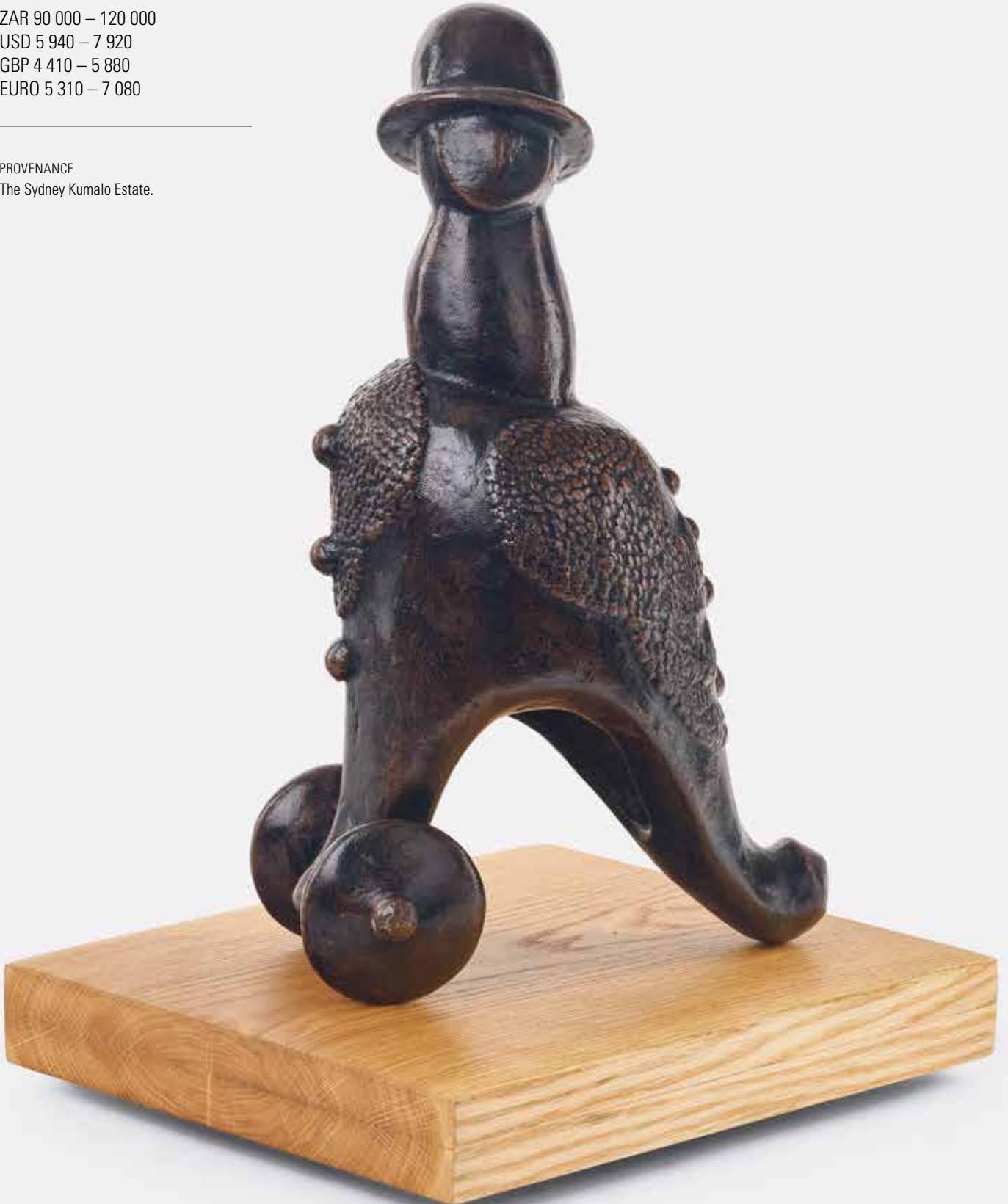
GBP 4 410 – 5 880

EURO 5 310 – 7 080

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PROVENANCE

The Sydney Kumalo Estate.



6

Bruce Arnott

South Africa 1938–2018

*Cephalothorax*

1977

aluminum sculpture inside a wooden box  
signed, inscribed with the artwork title, date  
and medium on a label tied to the aluminum  
sculpture inside the box and inscribed with  
the artist's name and artwork title on a  
Michaelis School of Fine Art label stuck to  
the inside of the box

36 x 36 x 15 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770



#### NOTES

Bruce Arnott's work was recently exhibited by Legacy at the 2022 Investec Cape Town Art Fair. Launched by Independent Curator and Art Historian Heidi Erdmann, Legacy is a unique curatorial service that aims to preserve the memory of recently deceased contemporary artists and to maintain, or even increase, their visibility and currency in the artworld. Erdmann presents well-researched and carefully curated exhibitions of Legacy artists at notable art fairs, both nationally and internationally.

#### PROVENANCE

Academic institution.

7

Bruce Arnott

South Africa 1938–2018

*Clockwork Klopjac*

bronze with a granite base  
35.5 x 15.5 x 21 cm excluding base;  
45.5 x 16 x 21 cm including base

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950



#### PROVENANCE

Private collection, Cape Town.



## 8

## George Pemba

South Africa 1912–2001

*Xhosa Traditional Dancers I*

1981

oil on board

signed and dated top left

38.5 x 49.5 cm; framed size: 60 x 71 x 4.5 cm

ZAR 250 000 – 350 000

USD 16 500 – 23 100

GBP 12 250 – 17 150

EURO 14 750 – 20 650

## PROVENANCE

Private collection, Johannesburg.

Everard Read Gallery, Johannesburg.

## LITERATURE

cf. Hudleston, S. (1996). *Against All**Odds, George Pemba: His Life and Work.*

Johannesburg: Jonathan Ball Publishers,

*Xhosa Traditional Dancers II* illustrated on

p.57.

George Pemba is one of the most important social realists in South African art. Throughout his career, Pemba drew inspiration from his own surroundings. As a compassionate and concerned observer, Pemba became a visual chronicler of the joys and sorrows of township life. By the 1950s Pemba had mastered oils, and by the 70s he made the decision to step away from his family's business—a spaza shop called Gabby's Store—to paint more professionally. Having had several years to focus solely on his painting, come the 80s Pemba was an artist in his prime and had developed a great confidence with his own distinctive style—one for which he is still recognised today.

Whilst Pemba prided himself on his Christian faith, his Xhosa customs and traditions remained of utmost importance to him. Proud of his heritage, Pemba used his art as a means to keep these traditions alive. In the late 60s, he turned playwright and produced two plays, *The Xhosa Prophet Ntsikana* and *The Story of Nongqawuse*, both based on the Xhosa history and mythology which he so loved. Later, Pemba began to depict scenes of sangomas as well as Xhosa weddings and funerals in his paintings. *Xhosa Traditional Dancers I* is indicative of the artist's particular decision to contextualise these more traditional scenes in urban surroundings. Significantly, Pemba is one of few black modernist painters to have come from the Eastern Cape province, and certainly the best-known. In fact, he is the only artist from the region to have been represented in the Revisions collection—rendering his insight into daily life and traditions there particularly unique.

Lisa Truter













## 9

### Cinga Samson

South Africa 1986–

#### Untitled (Stormy Sky)

oil on canvas

50 x 50.5 x 2.5 cm

ZAR 250 000 – 350 000

USD 16 500 – 23 100

GBP 12 250 – 17 150

EURO 14 750 – 20 650

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#### NOTES

Cinga Samson has established himself as an important new voice in contemporary painting. In 2017, Samson was the recipient of the Tollman Award for the Visual Arts and in 2018 he exhibited with Nicholas Hlobo at the Maitland Institute, Cape Town, in a two-person show titled *Umthamo*. His works form part of the collections of LACMA Museum, Los Angeles; PAMM, Pérez Art Museum Miami; Minneapolis Institute of Art; CCS Bard, Center for Curatorial Studies, New York; Iziko South African National Gallery, Cape Town and A4 Arts Foundation, Cape Town.

#### PROVENANCE

Private collection, London.

Stormy dark skies and shadowy figures in the grass are typical of Cinga Samson's emotive, surreal-like works. With the feel of an impressionist's brush, or the brooding storms of the English Romantic painter William Turner, this work by Samson illustrates his exceptional skill as a painter. There's a spiritual quality to this painting, a mystical unknown, and a lingering question around the time of day. Samson's dedication to the formal elements in his art reveals his love for the medium, as he 'revels in the material quality of oil painting', as he is often quoted on.

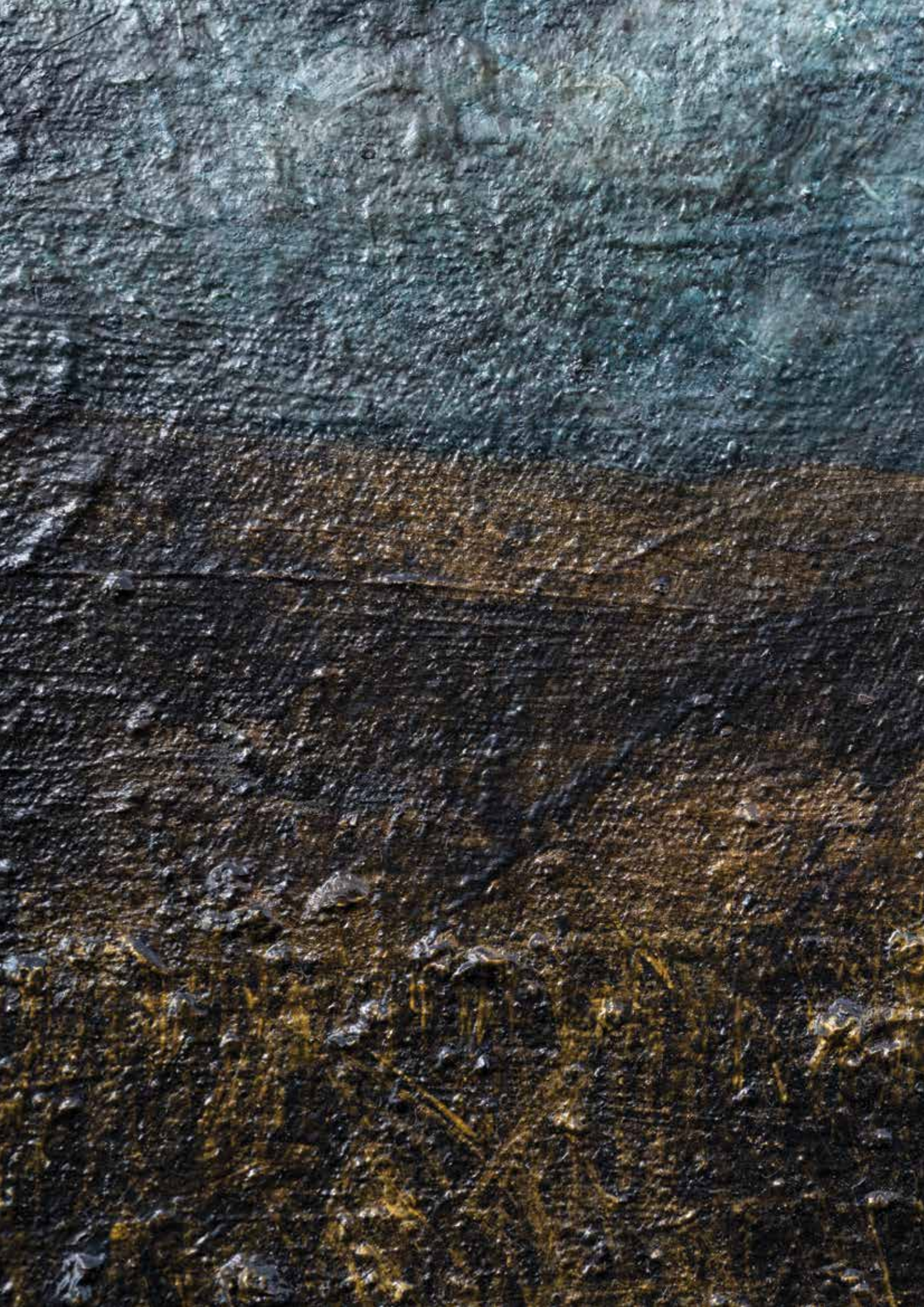
Samson lives and works in Cape Town, a place filled with an incredible diversity of landscapes which he usually depicts in his work. Dark looming mountains, plants, clouds, and bodies of water are all consistent themes throughout his oeuvre, his subjects always engaged with natural elements. Samson is exploring his relationship with paint in this work, and studying his colour schemes in order to portray the somber natural world he envisions alongside his ghostly portraits.

Cinga Samson is a self-taught artist who started painting after joining a shared artist studio, Isibane Creative Arts, in Khayelitsha, Cape Town. He is currently enjoying much international acclaim following his solo exhibition *Amadoda Akafani, Afana ngeentshebe zodwa (Men are different though they look alike)* with Perrotin in New York and signing with White Cube gallery in 2021. Samson recently presented a new body of work in *Iyabanda Intsimbi / The metal is cold* at the prestigious FLAG Art Foundation in New York.

Nicola Kritzing













10

## Moffat Takadiwa

South Africa 1983–

### *Mr Consumer 2*

2014

found spray-can debris, plastic bottle tops  
and floor brush  
92 x 98 x 37 cm

ZAR 150 000 – 200 000

USD 9 900 – 13 200

GBP 7 350 – 9 800

EURO 8 850 – 11 800

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#### PROVENANCE

Private collection, Johannesburg.

WHATIFTHEWORLD, Johannesburg.

#### EXHIBITED

Iziko South African National Gallery,  
*Matereality*, Cape Town, 14 February 2020  
to 21 February 2021.

Wits Art Museum, *When Tomorrow Comes*,  
16 March to 29 May, 2016.

WHATIFTHEWORLD for Joburg Art Fair  
as part of Gallery Special Projects, *Local  
Foreign Products*, Johannesburg, 11 to 13  
September 2015.

Moffat Takadiwa, a Zimbabwean artist who is self-described as a 'spiritual garbage man', creates his marvelous sculptural forms using refuse materials and litter from disposals around Harare.

These alluring and colourful works hold a magical quality to them, they look playful and are deliciously tactile. They're tempting to touch and look like candy beads from afar. As one moves closer to the work, his ingenious use of scrap objects to create art evokes his collecting of materials and collections of potential media.

Takadiwa is not only an artist, but a collector of human detritus, and an archivist of the things we discard. There are so many levels of interpretation in his work – the environmental impact of so much disposed plastic; the sociopolitical ideas presented through the discarded materials of foreign products in Zimbabwe and the lack of locally sourced, locally made, sustainable products that uplift a local economy, which is instead bound to the reliance on imported goods and inflation. There are also the ritualistic elements of the work, from the ritual of producing his 'beads' – collecting materials, cleaning materials, sorting materials, and selecting the objects for this particular piece. Then, there is a ritualistic aesthetic to the work – something reminiscent of the aesthetic of headdresses and masks produced by communities for spiritual practices and traditional ceremonies. The artifacts found at the ancient site of Great Zimbabwe included glass and gold beads, among other objects of significance, and these 'beaded' works by Takadiwa resonate with the ancient history of his home country Zimbabwe.

*Mr Consumer 2* was recently exhibited in the large-scale exhibition *Matereality* at the Iziko South African National Gallery in Cape Town. The exhibition highlighted how contemporary artists from the African continent are challenging traditional notions around the use of materials to produce artworks.

In 2021, Moffat Takadiwa presented *Mr. Foreman you have destroyed the farm*, at Semiose in Paris and *Witch Craft: Re-Thinking Power* at Craft Contemporary, Los Angeles. His most recent solo exhibition, *Brutalized Language* was hosted at Nicodim Gallery in New York.

Nicola Kritzinger







11

**Turiya Magadlela**

South Africa 1978–

*Fuck being a ballet  
dancer I want to be Roy  
Dalio II & III, two (from  
the I Never Made Swan  
Lake series)*

2018–2022

nylon and cotton pantyhose and sealant on  
canvas

each signed, dated, numbered II and III  
respectively, and inscribed with the title on  
the reverse

120 x 120 cm each; 120 x 240 combined

ZAR 120 000 – 160 000

USD 7 920 – 10 560

GBP 5 880 – 7 840

EURO 7 080 – 9 440



#### NOTES

In her ongoing series, *I Never Made Swan Lake*, Turiya Magadlela speaks to the general lack of diversity in prominent 'high-culture' contexts, such as classical stage productions. The artist was awarded the 2015 FNB Art Prize for works from this series, which were originally exhibited in her solo exhibition *Impilo Ka Lova* at Blank gallery in Cape Town earlier that year. Other works from the series were also exhibited

in 2016 at the Armory Show and included in the exhibition *Blackness in Abstraction*, curated by Adrienne Edwards, at Pace Gallery in New York; in 2017 in *Blue Black*, curated by influential American artist Glenn Ligon at the Pulitzer Arts Foundation in Missouri and in 2018 at A4 Foundation in Cape Town in the exhibition *More for Less*, curated by Josh Ginsburg.

#### PROVENANCE

Private collection, Johannesburg.





12

Edoardo Villa

South Africa 1915–2011

*African Mask II*

2007

bronze

signed, dated, numbered 4/6 and inscribed  
'FUSO' along the base

73 x 40 x 40 cm

ZAR 300 000 – 500 000

USD 19 800 – 33 000

GBP 14 700 – 24 500

EURO 17 700 – 29 500

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PROVENANCE

Private collection, Johannesburg.

LITERATURE

De Klerk, C., De Kamper, G. (2012). *Villa in Bronze*, Pretoria: University of Pretoria Museum, another cast from the edition illustrated in black and white on p.51.





## Louis Maqhubela

South Africa 1939–2021

### *The Fallen Kings*

conté on paper

signed bottom right; inscribed with "Saturn and the fallen Gods", "'DETHRONED' or 'THE FALLEN KINGS' or 'KINGS IN A DUNGEON'" on the reverse; accompanied by a Piccadilly Gallery label inscribed with the artist's name, date, title, and "Godfrey Smith Esq."

71 x 114 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

#### PROVENANCE

Private collection, Leicestershire, United Kingdom.

Godfrey Smith Esq.

Piccadilly Gallery, London.

#### EXHIBITED

Piccadilly Gallery, London, *African Artists*, 1965.

#### LITERATURE

Beinart, J. (1965). *African Painters & Sculptors from Johannesburg*. London: Piccadilly Gallery, illustrated in black and white on p.6. [Exhibition catalogue].



Louis Maqhubela, *Exiled King*  
(Aspire Art Auctions, Autumn 17 Auction, Cape Town, Lot 59)

In an email from Louis Maqhubela to Marilyn Martin, curator of the exhibition, *A Vigil of Departure - Louis Khehla Maqhubela, A Retrospective 1960-2010*, at the Standard Bank Gallery in Johannesburg in 2010, the artist described *The Fallen Kings* as a depiction of "indigenous figures languishing in a cave, as representing the Rivonia trial group".<sup>1</sup>

Often referred to as 'the trial that changed South Africa', the Rivonia Trial led to the imprisonment of numerous important ANC leaders including Nelson Mandela, Govan Mbeki and Walter Sisulu. The arrests were a significant blow to the ANC and the struggle for liberation, but they also sparked global attention. Watched by the world, the trial focused scrutiny on South Africa and its oppressive regime, increasing pressure against apartheid from the International Community.

Maqhubela memorialises this historical event in the powerfully expressive *The Fallen Kings*. After the group was arrested, police held them under the 90-day detention law. The controversial law allowed the state to hold detainees for 90 days without trial. During this time, the public were not entitled to any information and detainees were often kept in appalling and in-humane conditions.

Maqhubela's tired bodies – confined to a claustrophobic cave – suggest a state of limbo. Their solid figures are weighed down by large heavy limbs, as the men waited – firstly in detention to find out what fate would be imposed upon them and then in prison cells in the many years of incarceration that followed. The Rivonia trialists would remain in prison for over 20 years, the first – Denis Goldberg – only released in 1985 after 22 years.

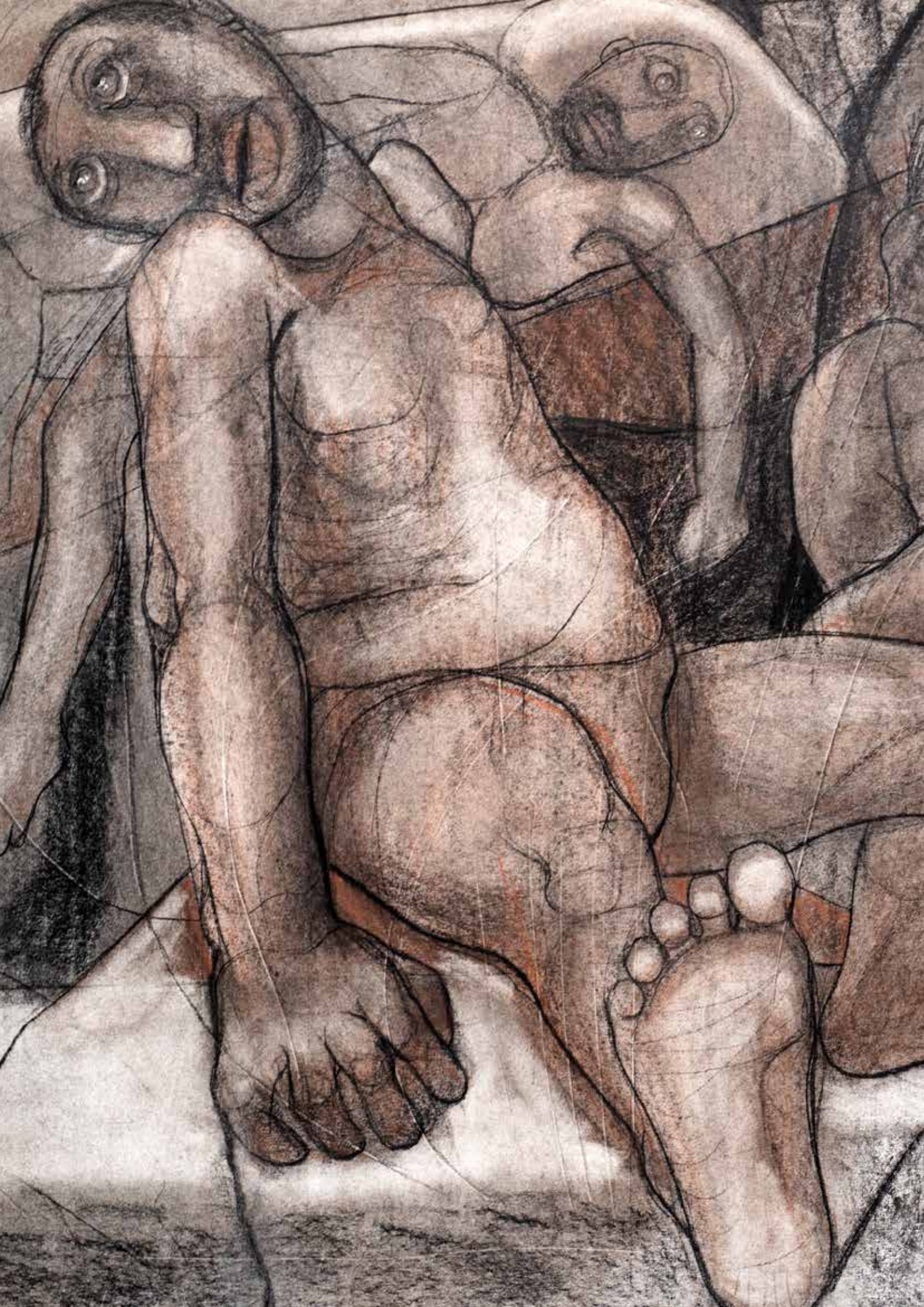
*The Fallen Kings*, alternatively titled *Dethroned* or *Kings in a Dungeon* is a rare example of a short phase in Maqhubela's oeuvre from the 1960s. Drawing in conté crayon, works from this period are characterised by densely drawn geometric sculptural forms, reminiscent of the work of fellow South African artist Sydney Kumalo, who was an important influence on Maqhubela. Other notable works from the period include *Peter's Denial* (1966) which won the Adler Fielding Gallery's annual Artists of Fame and Promise Award in 1966 (judges were Walter Battiss, Esmé Berman and Nel Erasmus), *Wood Collectors* (1965) – selected for an exhibition of African art at the Johannesburg Art Gallery in 1965 and *Exiled King*. Exhibited alongside *The Fallen Kings* at the Piccadilly Gallery, London in 1965. *Exiled King* was sold by Aspire Art in the company's inaugural Cape Town auction in March 2017. Achieving R341 400, this remains a world record at auction for the artist.

Sarah Sinisi

<sup>1</sup> Email from the artist to Marilyn Martin, 12 January 2017.











LOUIS MASQUEY



14

## George Pemba

South Africa 1912–2001

### *The Quarrel*

1988

oil on board

signed and dated bottom left; inscribed with the title on the reverse

49.5 x 67 cm; framed size: 77.5 x 96 x 2 cm

ZAR 400 000 – 600 000

USD 26 400 – 39 600

GBP 19 600 – 29 400

EURO 23 600 – 35 400

#### PROVENANCE

Campbell Smith collection.

#### EXHIBITED

Iziko South African National Gallery, Cape Town, *George Milwa Mnyaluza Pemba: Retrospective Exhibition*, 1996 (catalogue no. 109)

#### LITERATURE

Proud, H. (ed.). (2006). *Revisions: Expanding the Narrative of South African Art: The Campbell Smith Collection*. Pretoria: Unisa Press, illustrated in colour plate 417, p.356.

Hudleston, S. (1996). *Against All Odds, George Pemba: His Life and Work*. Johannesburg: Jonathan Ball Publishers, illustrated in black and white on p.74.

Working in relative isolation in the Eastern Cape over a career that spanned some seven decades, George Pemba's paintings reflect his complex assimilation via books and reproductions of the narrative traditions of the European Old Masters and 19th century Realism, as well as the formal innovations of French Impressionism and Post-Impressionism. From the later 1940s onwards, as he gradually abandoned his academic watercolour painting technique in favour of oil, he applied these different traditions of pictorial representation with greater vigour to a variety of subjects, ranging from portraiture to landscape, as well 'genre' scenes of 'township' life and reconstructed historical narratives.

Painted some twelve years apart, Pemba's *Nongqawuse (The girl who killed to save)* (1976) and *The Quarrel* (1988) exemplify the last of these aforementioned subject categories. The mood in these paintings traverses the dramatic and even the melodramatic. In them, Pemba makes characteristic use of the vocabulary of 19th century European narrative painting, with its emphasis on gesture and exaggerated expression to generate a response in the viewer.

*The Quarrel* is one of many of Pemba's lively genre scenes of community life that reflects something of the traditional moralising intent of much 19th century European painting. The immediacy of the violent physical assault and robbery underway between the three protagonists in Pemba's rendering, leaves the viewer to ponder varied questions. Who of the role-players might be the real victim and who the perpetrator? What situation might have precipitated this violence? Implicit to the meaning of this work, is the ideal that physical violence in human societal relations ought not to occur.

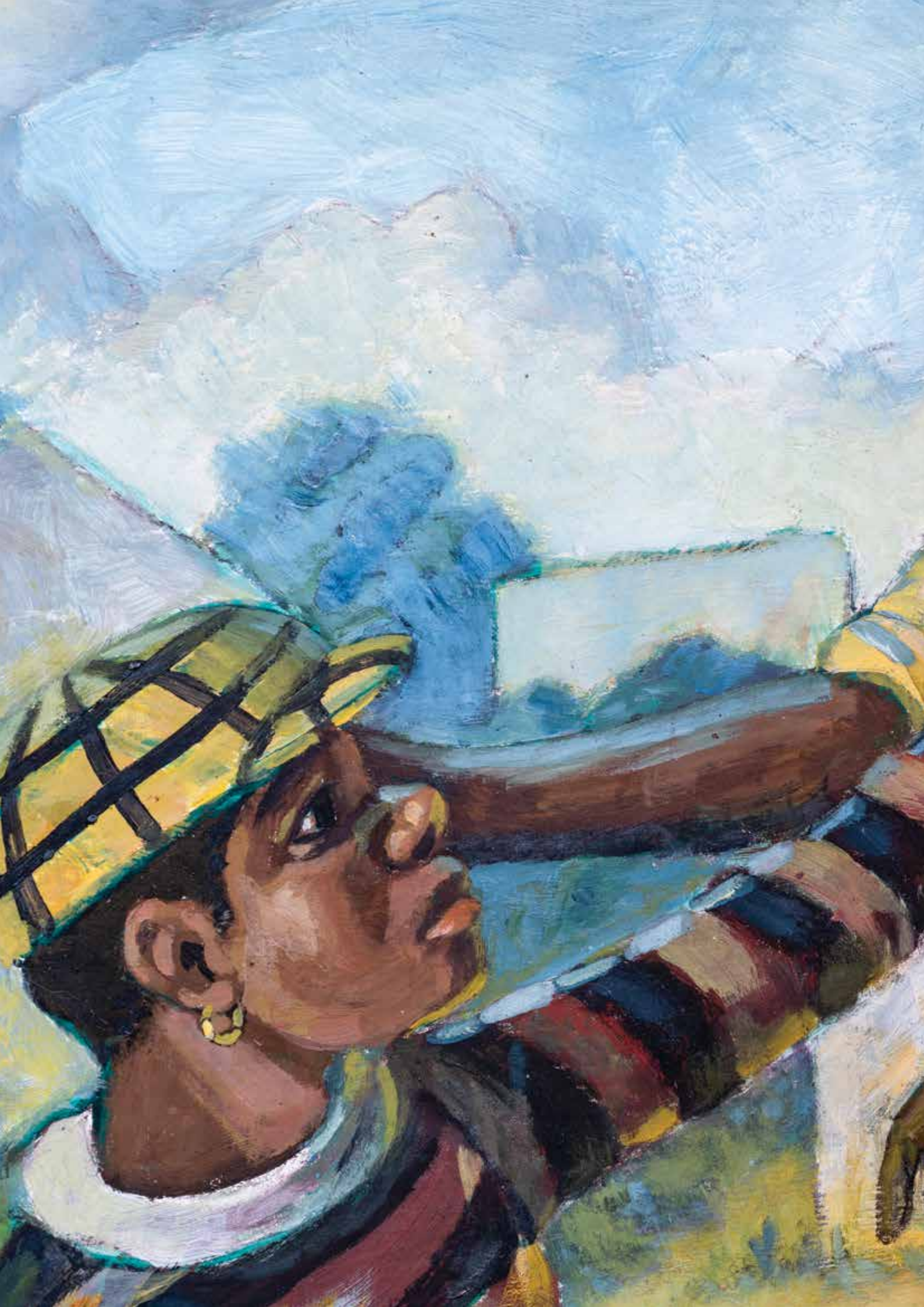
On the other hand, *Nongqawuse (The girl who killed to save)*, is an imagined reconstruction of an historical event. It is the most successful, expansive and important of all of Pemba's iterations of this key scene from the suicidal 'cattle-killing movement' in the history of his own Xhosa people. A number of smaller versions of this subject were painted by Pemba, notably *The Dream* (1989) which is in the collection of the South African National Gallery in Cape Town.

The tragedy, precipitated by the supposed visions of a 15 year-old girl named Nongqawuse, led to the death, famine and ultimate colonial subjugation of the Xhosa people between 1856 and 1858. Obviously well-versed in the details of this historical event, Pemba had earlier written a musical play on this very same theme, based on H.I.E. Dhlomo's drama *The Girl Who Killed to Save* (1935).

CONTINUED ON P. 32













15

# George Pemba

South Africa 1912–2001

## *Nongqawuse (The girl who killed to save)*

1976

oil on canvas board

signed and dated bottom right; inscribed with the artist's name and title on a Little Gallery label and a Pretoria Art Museum label on the reverse

39 x 74 cm; framed size: 64 x 99 x 5 cm

ZAR 400 000 – 600 000

USD 26 400 – 39 600

GBP 19 600 – 29 400

EURO 23 600 – 35 400

### PROVENANCE

Private collection, Johannesburg.

Strauss & Co., *South African and International Art*, 30 June 2014, Lot 231.

The Little Gallery, Port Elizabeth.

### EXHIBITED

Private collection, Johannesburg. The

Pretoria Art Museum, 1986, Pretoria, catalogue number 75.

### CONTINUED FROM P.28

In 1856, Nongqawuse and a friend went to visit her uncle Mhlakaza's crops in fields near the mouth of the Gxarha River. When she returned, Nongqawuse told her uncle that there she had encountered several ancestral spirits. These spirits, she claimed, had told her that the Xhosa nation should destroy all of their crops and their cattle as a prophetic precondition for a miraculous renewal of Xhosa agricultural prosperity, the resurrection of the dead and the annihilation of the European settlers. Nongqawuse's uncle, Mhlakaza, did not believe her story at first, but when she accurately described the appearance of one of the spirits as his dead diviner-brother Mhalakaza, he was finally convinced. Mhlakaza conveyed news of the prophecy to the Xhosa King Sarili and his Gcaleka clan. This caused a cattle-killing frenzy that ultimately spread and affected the whole of the Xhosa nation. Between 300,000 and 400,000 head of cattle were destroyed with devastating and decimating consequences for the population.

With its panoramic crowd scene set against a broad landscape, Pemba's painting *Nongqawuse (The girl who killed to save)* accurately features the key dramatis personae of this epic tragedy. Nongqawuse stands bare-breasted to the left of centre, with her arms outstretched, as if in a trance. The seated male figure in Xhosa diviners' attire in the bottom left-hand corner is her uncle Mhlakaza. The placid stream which diagonally divides the foreground possibly represents the Gxarha River where she claimed to have experienced her visions. The idyllic landscape setting with its pastures and homesteads, including one of the cattle that was ultimately to be slaughtered, reflects Xhosa prosperity before the cataclysm. On the right hand side of the painting, raptly attentive to Nongqawuse's prophecy, are seated the great Gcaleka chiefs of the Xhosa kingdom. Wearing his royal regalia, with a crane feather, ceremonial beadwork and bearing his staff of office in his hand, is seated King Sahrili. Seated next to him in the bottom right-hand corner is Mhlataza, the guardian of Nongqawuse, who was also the Sahrili's adviser<sup>1</sup>.

*Hayden Proud*

<sup>1</sup> I am grateful to Carol Kaufmann for her assistance in identifying the key historical figures in this painting via their traditional apparel and beadwork.















16

Dumile Feni

South Africa 1942–1991

Figures and animals

2007

pen and ink on paper

signed and dated bottom right

34 x 27 cm; framed size: 51 x 43.5 x 1.5 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770

PROVENANCE

Private collection, Johannesburg.



17

Sydney Kumalo

South Africa 1935–1988

*A Dream*

1973

oil and pastel on paper

signed and dated bottom right

55 x 75 cm; framed size: 78 x 96.5 x 1.5 cm

ZAR 10 000 – 15 000

USD 660 – 990

GBP 490 – 735

EURO 590 – 885

PROVENANCE

The Sydney Kumalo Estate.





18

Sydney Kumalo

South Africa 1935–1988

Untitled

1976

charcoal and pastel on paper

signed and dated top right; inscribed with  
the artist's name and title on a Goodman  
Gallery label on the reverse

49 x 37.5 cm; framed size: 70 x 56.5 x 2 cm

ZAR 20 000 – 25 000

USD 1 320 – 1 650

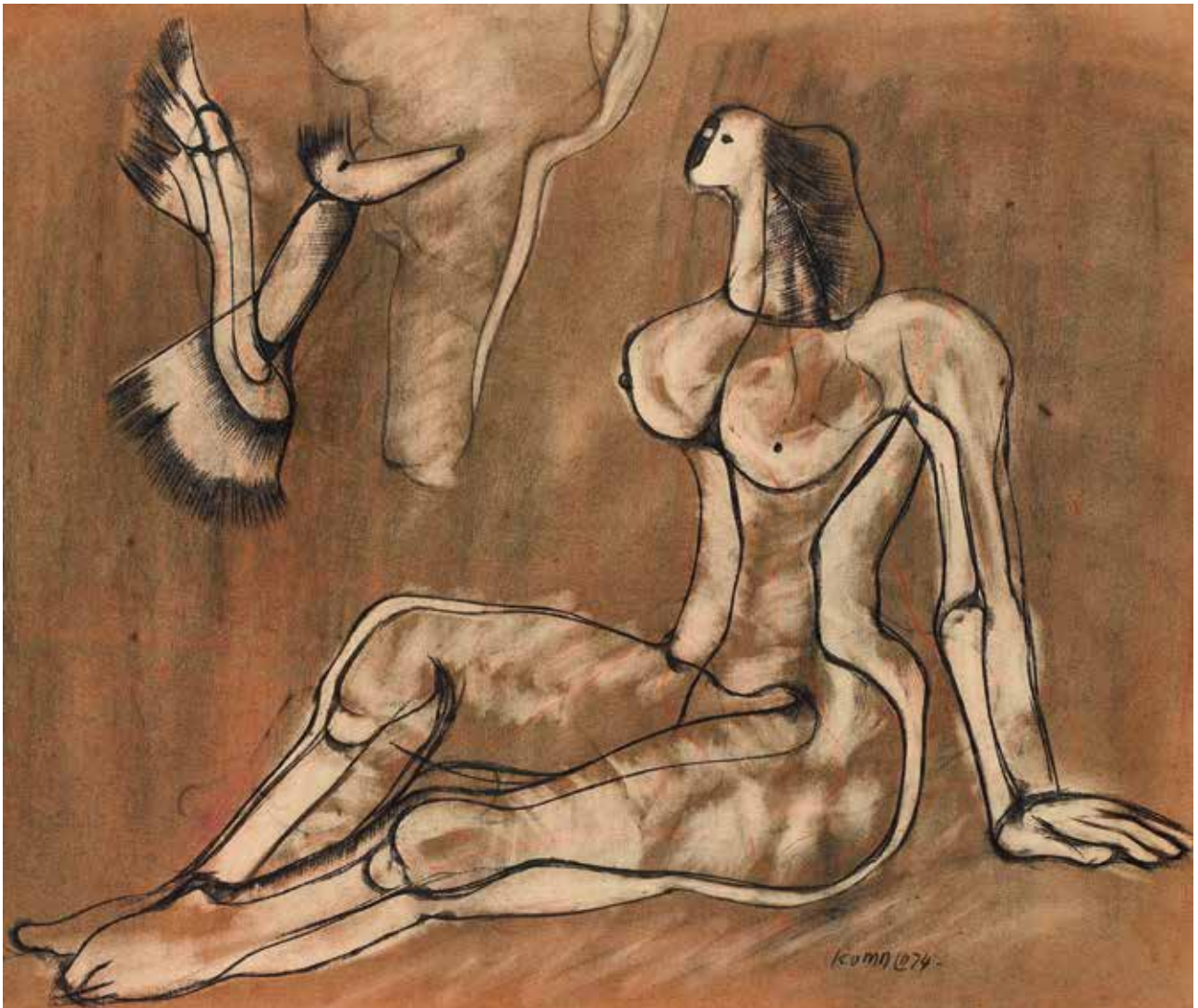
GBP 980 – 1 225

EURO 1 180 – 1 475

PROVENANCE

The Sydney Kumalo Estate..

Goodman Gallery, Johannesburg.



19

Sydney Kumalo

South Africa 1935–1988

Woman and bird

1974

charcoal and pastel on paper

signed and dated bottom right

42 x 49 cm; framed size: 63 x 68 x 2.5 cm

ZAR 8 000 – 12 000

USD 528 – 792

GBP 392 – 588

EURO 472 – 708

PROVENANCE

The Sydney Kumalo Estate.





20

George Lilanga

Tanzania 1934–2005

*Mwalimu anawafundisha  
vijana jinsi ya kupika*

1998

acrylic on canvas  
signed bottom right; inscribed with the title  
on the reverse  
99 x 148 cm

ZAR 70 000 – 100 000

USD 4 620 – 6 600

GBP 3 430 – 4 900

EURO 4 130 – 5 900

#### NOTES

George Lilanga is one of the most acclaimed contemporary Tanzanian artists. His work can be found in a number of international collections, including The Contemporary African Art Collection (CAAC) of Jean Pigozzi (currently in Geneva) and the Hamburg Mawingu Collection HMC in Germany. Following the artist's death, the Hamburg Miwanga Collection produced a monograph of over 100 of Lilanga's vibrant artworks. Between 2016 and 2021 his works were included in various exhibitions across the globe including in France, the USA, Switzerland, Italy and Kenya. Most

recently, his work has appeared in a group show, *Art, a serious game*, at The Museum of African Contemporary Art Al Maaden (MACAAL) in Marrakech, Morocco. Lilanga's saturated, stylised scenes are juxtaposed by the industrial surfaces onto which they are painted, such as wood, board, canvas and sometimes tin. The distinct caricatures of men and women, animals, village scenes and abstract shapes show aspects of the spirit world whilst also conveying a social critique in a comical, subversive way.

#### PROVENANCE

Private collection, Viterbo, Italy.

21

George Lilanga

Tanzania 1934–2005

*Huyo Ndie*

*Aliekunywamaziwa Tako*

*Babu Lazima Apate*

*Athabu*

1998

acrylic on canvas

signed bottom right; inscribed with the title  
on the reverse

120 x 70 cm

ZAR 70 000 – 100 000

USD 4 620 – 6 600

GBP 3 430 – 4 900

EURO 4 130 – 5 900

PROVENANCE

Private collection, Viterbo, Italy.



George Lilanga in his studio in 1998. Photo credit:  
HMC Opera - George Lilanga Collection.





## Sydney Kumalo

South Africa 1935–1988

### *Mother and Child*

1971

bronze

signed and numbered 7/10 on the left side  
of the base

66 x 26 x 35 cm

ZAR 600 000 – 800 000

USD 39 600 – 52 800

GBP 29 400 – 39 200

EURO 35 400 – 47 200

#### PROVENANCE

Watkins Collection, Cape Town.

Strauss & Co., *Modern, Post-War and Contemporary Art*, 20 May 2019, lot 262.

#### EXHIBITED

Circle Gallery, San Diego, *Amadlozi Group Exhibition*, 2 October to 4 November 1985, exhibited edition unknown.

Jack Gallery, New York, *Amadlozi – the spirit of our ancestors*, 8 May to 5 June 1985, exhibited edition unknown.

Goodman Gallery at the South African

Association of Arts Gallery, Pretoria,

*Kumalo Solo Exhibition*, 1 November to 20 November 1976, edition 4/10 exhibited.

#### LITERATURE

San Diego Tribune (2 October 1985),

*The Determination of South African Art*, illustrated in black and white on p.3.

Illustrated in black and white on the invitation for *Amadlozi – Spirit of our ancestors* exhibition invitation, Jack Gallery, New York, 8 May to 5 June 1985.

Fransen, H. (1982). *Three Centuries of South African Art*. Johannesburg: A. D. Donker Publishing, illustrated in black and white on p.358.

This sculpture was conceived by Sydney Kumalo in 1971 and cast in an edition of 10. The Vignali foundry cast edition numbers 1/10 and 2/10 for Egon Guenther (titled *Mother and Child II*) and edition numbers 3/10 – 8/10 for the Goodman Gallery (titled *Mother and Child*).

This emotive sculpture is one of Kumalo's larger works at 66cm in height. Created in 1971, it shows Kumalo at the height of his artistic powers. 'Seated Woman' and 'Mother and Child' were favoured subjects that Kumalo frequently revisited. Other examples include *Mother and Child (Seated)* (1970) – an edition of which is in the Homestead Collection assembled by the Norval family and *Standing Mother and Child* (1971) – an edition of which is in the Egon Guenther Family/Miriam Grech-Cumbo collection.

Casts of this sculpture are in the William Humphreys Art Gallery in Kimberley, Northern Cape (edition number 2/10), Pretoria Art Museum (edition number 4/10) and the Saronsberg Art Collection, Tulbagh, Western Cape (edition number unknown).

Visually impressive and powerful, this is one of the most important sculptures from a key period in Kumalo's working life.

Gavin Watkins



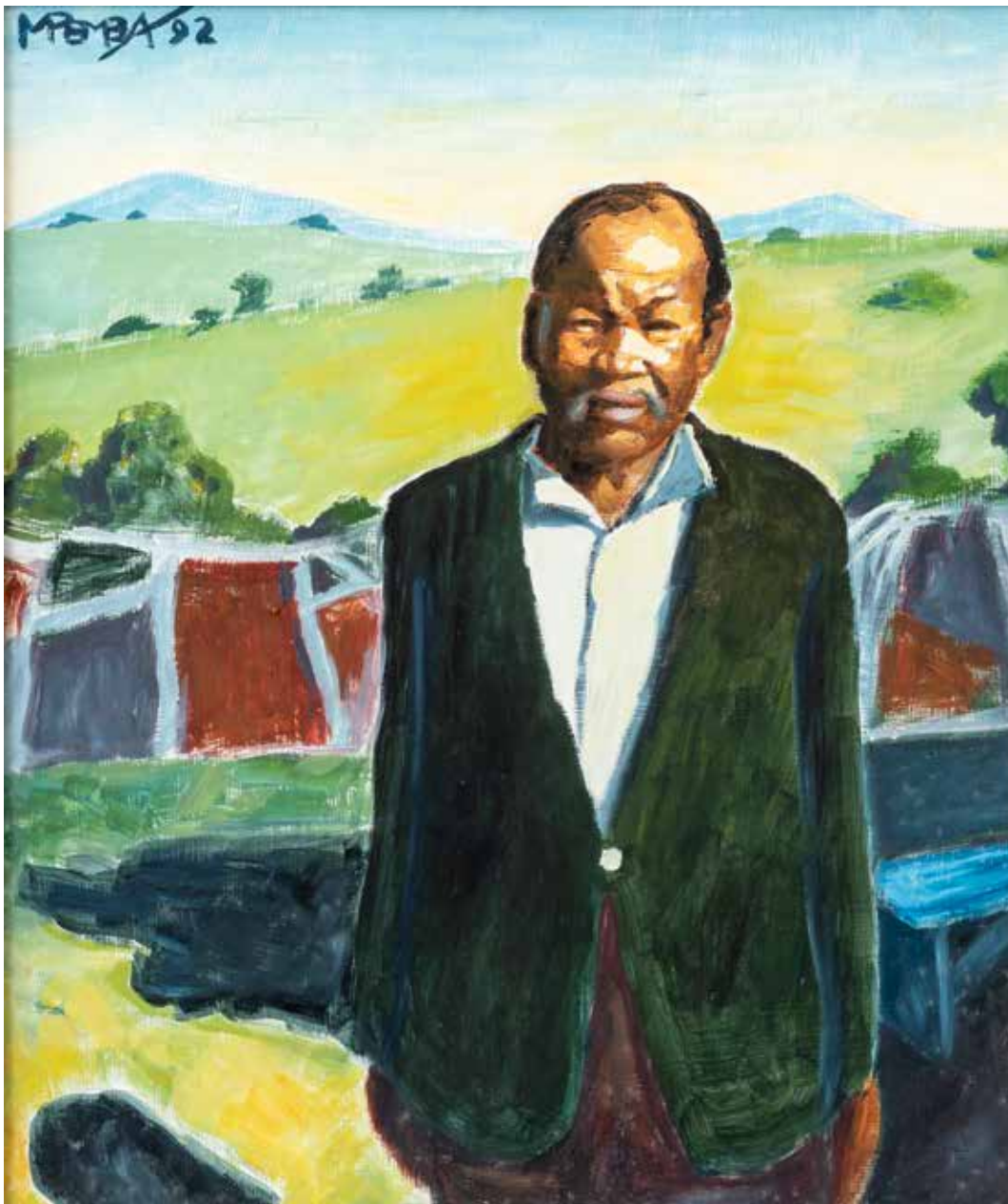
Sydney Kumalo, *Standing Mother and Child* (1971)



Sydney Kumalo, *Mother and Child (Seated)* (1970)







23

George Pemba

South Africa 1912–2001

Portrait of a man

1992

oil on canvas laid down on board  
signed and dated top left; inscribed with  
the title on the reverse and inscribed with  
the artist's name, title and medium on an  
Everard Read Gallery label on the reverse  
44 x 37 cm; framed size: 71 x 64 x 3.5 cm

ZAR 90 000 – 120 000

USD 5 940 – 7 920

GBP 4 410 – 5 880

EURO 5 310 – 7 080

PROVENANCE

Private collection, Cheltenham, United  
Kingdom.

Bonhams, *Modern and Contemporary  
African Art Online Sale*, 18 October 2019,  
lot 25.

Bellmans Fine Art Auctioneers, May 2019,  
lot 316.

Everard Read Gallery, Johannesburg.

Collection of Sir David Tang.



24

David Brown

South Africa 1951–2016

*Ysterkop (Iron Head) Dreams I*

1999

bronze

signed, dated and numbered 5/6  
on the base

52 x 21 x 51 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

#### PROVENANCE

Private collection, Cape Town.

#### NOTES

*Ysterkop (Iron Head) Dreams I*, is from a series of figures and heads in bronze and metal called *Ysterkop Dreams* and *Backfiring* produced by Brown at the turn of the new millennium. Using black humour the works set out to portray the atmosphere of dis-ease in a violent, abusive society. The head is blindfolded by the goggles over its eyes. It cannot see outwards. Instead, the eyes focus their gaze inwards and the ideas and fantasies of the inner world spill out. The objects on the exterior of the head and neck cast – the crocodile, toy train and gun – representing a fantastical scene of anxiety and trauma, a dark dream.



25

## Edoardo Villa

South Africa 1915–2011

### *Fortress Figure*

2010

bronze

signed, dated and incorrectly numbered II/VI

from an edition of 3 + 1AP

113 x 56 x 52 cm

ZAR 500 000 – 700 000

USD 33 000 – 46 200

GBP 24 500 – 34 300

EURO 29 500 – 41 300

#### PROVENANCE

Private collection, Cape Town.

#### EXHIBITED

Nirox Sculpture Park, Magaliesberg,

*Arnaldo Pomodoro and Edoardo Villa: A*

*Sculptural Dialogue*, 5 June to 31 July 2010.

The 1990s saw Edoardo Villa pushing the boundaries of his own artistic production by experimenting with new and alternative media to construct sculptures. This new creative vigour was inspired by his visit to the 44th Venice Biennale in 1990, where he would have seen the conceptual works of Anish Kapoor, Nikos Kouroussis, Toshikatsu Endo and Eduardo Chillida. That year, the Solomon R. Guggenheim Foundation in Venice also presented the landmark show *Mondrian and De Stijl: The Modern Ideal* during the Biennale, which would have further encouraged him to explore alternative directions and take up the challenge to work in unconventional materials – like discarded polystyrene packaging.

These polystyrene units provided Villa with an abundance of unique geometrical forms to stack in an assortment of inventive rectangular and interlocking compositions. “The deep recesses, buttresses and futuristic ‘architectural’ elements in the works produce a science-fiction like edifice. Many of the compositions are relief-like and could be read as control panels of sorts or as mechanistic, high-relief ciphers.”<sup>1</sup>

A collection of these new Polystyrene sculptures were exhibited at the Standard Bank Gallery in 1991. While Villa was celebrated for his playful experimentalism, many of these sculptures (especially those in smaller scale) were later cast in bronze.

In 2010, Villa gave permission to produce moulds of a pair of his 1990 Polystyrene sculptures to cast in an edition of 3, and an artist’s proof, in solid bronze. The imposing large-scale *Fortress Figure* is one of these sculptures. It is a magnificent abstract construction – visually forceful. The bronze patination on the work is splendid and the casting work is immaculate with the textures, patterns and contours of each of the original polystyrene units beautifully reproduced.

Another edition of *Fortress Figure* and its pair were exhibited on the exhibition *Arnaldo Pomodoro and Edoardo Villa: A Sculptural Dialogue* at the Nirox Sculpture Park in 2010, in association with the Embassy of Italy. Villa celebrated his 95th birthday on the opening date of exhibition. He passed away the following year. No bronzes by Villa are permitted to be cast posthumously.

Marelize van Zyl

<sup>1</sup> Von Maltitz, A & Nel, K. ‘Edoardo Villa: A Life Considered’ in: Nel, K; Burroughs, E & Von Maltitz, A (eds.) (2005) *Villa at 90*. Jeppestown: Jonathan Ball Publishers. p 102



*The initial Polystyrene sculpture (1990) from which Fortress Figure was cast in 2010. Exhibited in Abstract South African Art from the Isolation Years: Part 3 at SMAC Gallery, Stellenbosch, June 2009*



*Edoardo Villa with another Polystyrene sculpture titled The Tower (1990), currently in the collection of the Edoardo Villa Museum, University of Pretoria.*







26

Edoardo Villa

South Africa 1915–2011

*Standing Figure*

1985

bronze with wooden base

signed and numbered 4/5 along base of  
sculpture

from an edition of 6

118 x 52 x 44 cm excluding base;

126.5 x 61 x 59.5 cm including base

ZAR 400 000 – 600 000

USD 26 400 – 39 600

GBP 19 600 – 29 400

EURO 23 600 – 35 400

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PROVENANCE

Private collection, Johannesburg.







27

Robert Hodgins

South Africa 1920–2010

*Office Redecoration*

2010

colour screenprint

signed, dated, numbered 19/25 and

inscribed with the title in pencil in the plate

sheet size: 67 x 111 cm;

framed size: 127.5 x 161.5 x 2.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.

LITERATURE

Buys, A. ed. (2012). *A Lasting Impression: the Robert Hodgins Print Archive*.

Johannesburg: Wits Art Museum, another example from this edition illustrated on p.31.



28

Norman Catherine

South Africa 1949–

Cocktails

oil on canvas

signed bottom left

38.5 x 49 cm; framed size: 47 x 57.5 x 2.5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

#### PROVENANCE

Private collection, Australia.

Acquired directly from the artist.



29

## Robert Hodgins

South Africa 1920–2010

### *A Green Girl*

1998/9

oil on Belgian linen

signed, dated and inscribed with the title on the reverse

122.5 x 92 cm;

framed size: 133 x 103 x 4.5 cm

ZAR 900 000 – 1 200 000

USD 59 400 – 79 200

GBP 44 100 – 58 800

EURO 53 100 – 70 800

#### PROVENANCE

Private collection, Cape Town.

Acquired directly from the artist.

#### NOTES

In 1999, the same year Robert Hodgins completed this painting, he formed part of the exhibition *REWIND: FAST FORWARD* at the Van Reekum Museum of Modern Art in Appeldoorn, Netherlands.

In William Shakespeare's dramatic play *Hamlet*, Polonius described his daughter Ophelia as a "green girl" when she revealed her feelings for the young Prince Hamlet of Denmark. A 'green girl' is seen as young, innocent, not fully formed and still coming of age. Inexperienced in the ways of love, she forges ahead, clumsy and naïve in the precarious process of becoming herself. In Shakespeare's story, Ophelia is the embodiment of these characteristics. Towards the end, due to Hamlet's actions and the death of her father, Ophelia crumbled into a state of grief and insanity that ultimately led to her drowning. The tragic tale of Ophelia captured the imagination of many Victorian painters, the most famous depictions being those by Pre-Raphaelite English artist Sir John Everett Millais.

Extremely erudite and widely read, Robert Hodgins often drew on literary, mythological, historical and art-historical references to create visual narratives in his work that reflect, in his view, various current social realities. Throughout his career, he continuously referenced a variety of subjects and experimented with medium and technique, challenging himself to find new and innovative ways to portray reality through metaphor.

This exquisite large-scale painting can be viewed as Hodgins' own contemporary re-imagining of Ophelia. Intellectual and emotional in its origin, the work is an intriguing, expressive physiological portrait of individual identity – the Ophelia legend serving perhaps as an allegory or critique of the human condition.

Hodgins was a keen social observer and referred to people as 'visual facts'. Primarily a figurative painter, he was keenly interested in visually describing human subjects on his canvasses. *A Green Girl* is a remarkable compelling work and stands out in Hodgins' oeuvre, since it is one of only a very few paintings in which a female figure features solely. Here the composition is that of classical portraiture and the interplay between figuration, abstraction and the human form is expertly achieved, while Hodgins' mastery of vivid colours and painterly texture sensitively negotiate the terrain between seriousness and playfulness.

The figure is rendered in a splendid emerald green Victorian style dress. The specificity of the portrait subverted by the abstracted head, its multiple geometrical shapes squaring off a range of emotional features – while a mirror image appears in right view. The background is indistinct, yet may reference the brook from the classic tale. Perhaps still naïve and fractured in her innocence and sorrow, this 'green girl' displays a stoic dignity – a hidden, forceful character, previously overlooked by others, but ingeniously captured by Hodgins.

Marelize van Zyl



John William Waterhouse, *Ophelia*, 1894. Collection: The Schaffer Collection.



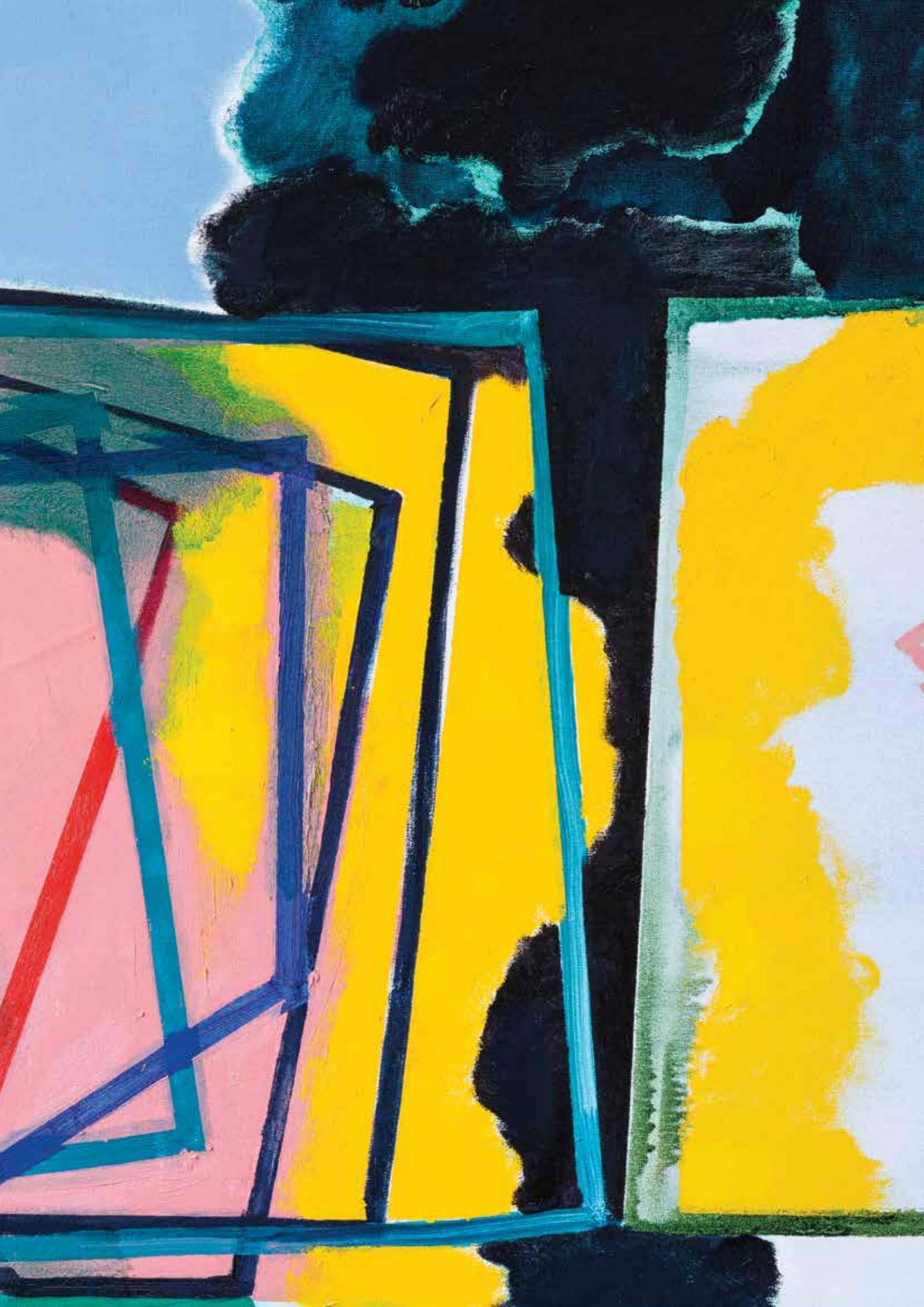
John William Waterhouse, *Ophelia*, 1851/2. Collection: Tate Britain, London.



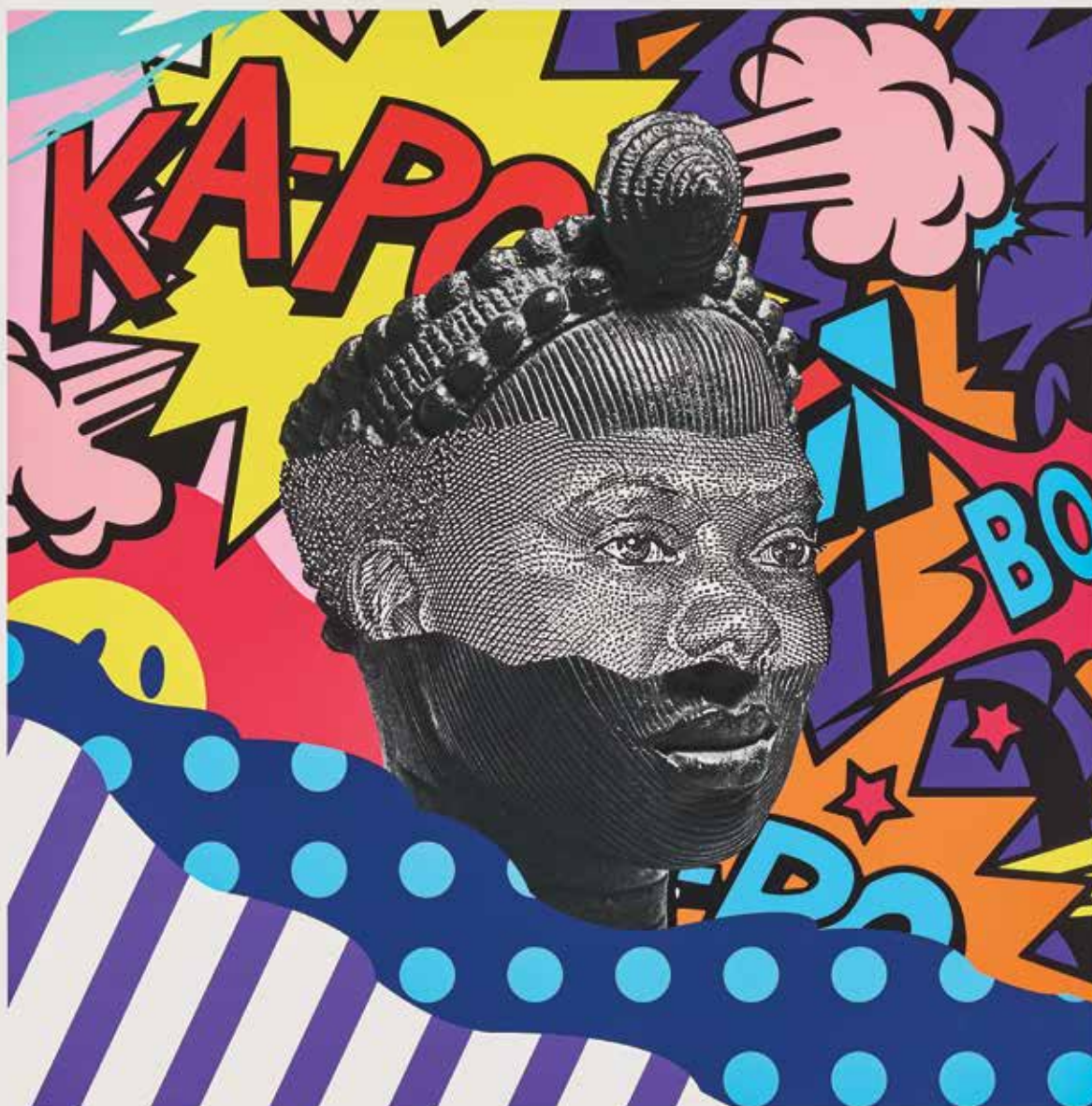












30

Williams Chechet

Nigeria 1981–

*Kaboom II*

Glicée print on archival paper  
signed and numbered 1/5 in pencil in the  
margin

sheet size: 101 x 101 cm;

framed size: 114 x 114.5 x 3.5 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770

#### NOTES

Williams Chechet is a Lagos-based pop artist whose work references Hausa iconographies, popular culture and historical and contemporary scenes. The artist merges various images to convey the overlap of shared experiences, without neglecting the particularities of his Nigerian roots.

In addition to exhibiting across continents – from South Africa to the UK, Belgium to the United States – the artist has been commissioned by various international platforms, including MTV Base Africa

and CoLab in New Jersey, United States, to produce music album artworks and commercial murals. In 2019, he showed at Art X Lagos with Retro Africa and was endorsed by Forbes Magazine in the article *Lagos-Based Artist, Williams Chechet, Makes Nigeria Pop*.

#### PROVENANCE

Private collection, Johannesburg.

#### EXHIBITED

Latitudes Art Fair, Johannesburg, another example from the edition exhibited.

31

Dorothee Kreutzfeldt

South Africa 1970–

*For 15 minutes*

2002

oil on board

inscribed with the artist's initials, date and  
and title on the reverse; inscribed with the  
artist's name, date, title and medium on a  
João Ferreira Gallery label on the reverse  
119 x 75 x 5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

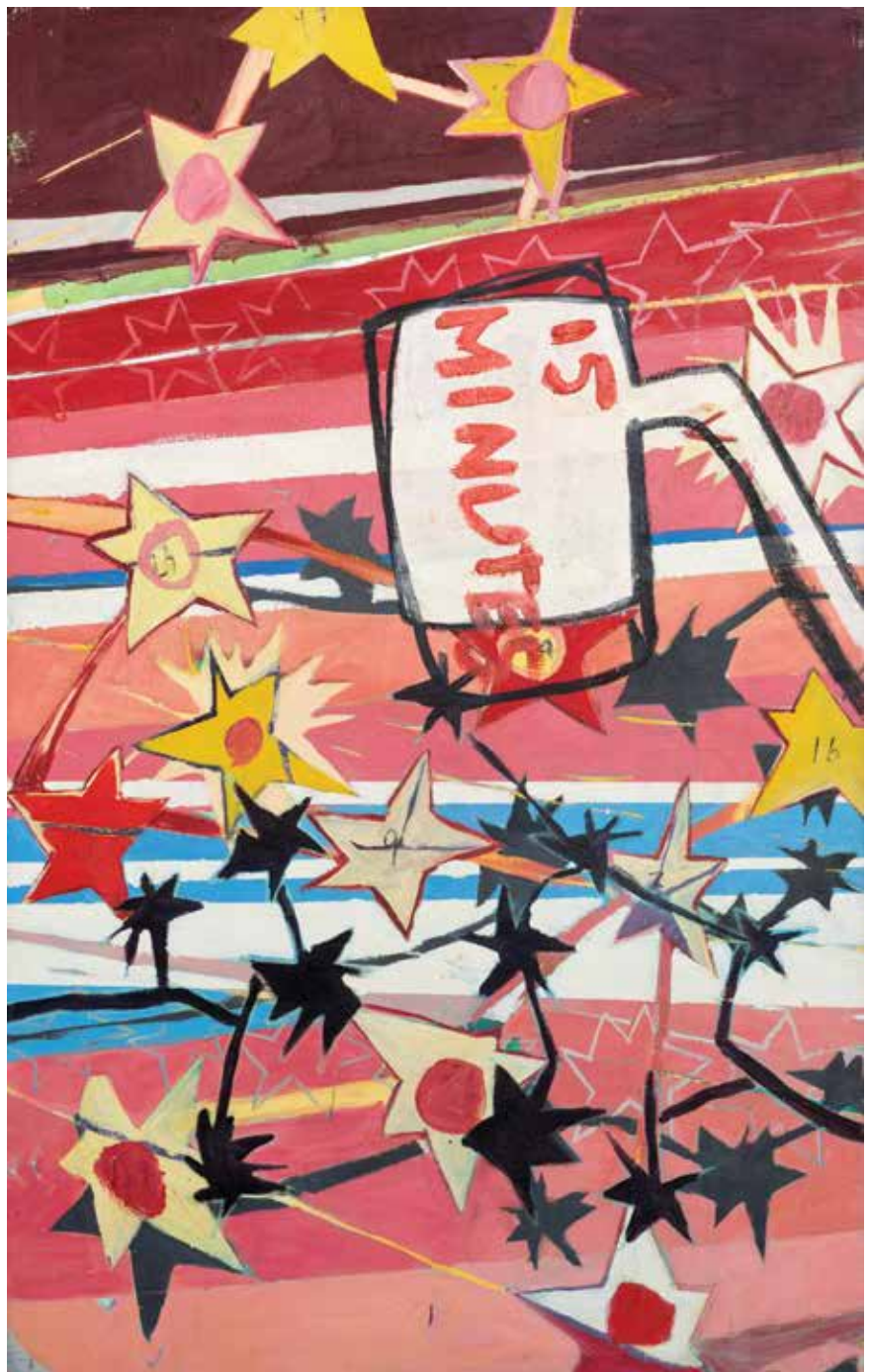
EURO 2 360 – 3 540

PROVENANCE

Private Collection, Cape Town  
João Ferreira Gallery, Cape Town

EXHIBITED

Association for Visual Arts, Cape Town,  
*Dorothee Kreutzfeldt: Things Left Unsaid*,  
February to March 2002.







32

Cameron Platter and Vuyisa  
Nyamende

South Africa 1978–

*Big Lights*

2003

digital inkjet print on forex  
inscribed with the artists' names, date and  
medium on a label on the reverse  
88 x 136 cm; framed size: 94 x 141 x 6 cm

ZAR 20 000 – 40 000

USD 1 320 – 2 640

GBP 980 – 1 960

EURO 1 180 – 2 360

#### PROVENANCE

Private collection, Cape Town.

Bell-Roberts Contemporary, Cape Town.

#### EXHIBITED

Bell-Roberts Contemporary, Cape Town,  
*Picnic*, 8 to 29 November 2003.



33

## Cameron Platter

South Africa 1978–

*Big Life*

2003

digital print mounted between two sheets  
of glass

inscribed with the artists' names, date and  
medium on a label on the reverse

image size: 89 x 128.5 cm;

framed size: 94 x 133 x 2 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

### PROVENANCE

Private collection, Cape Town.

Bell-Roberts Contemporary, Cape Town.

### EXHIBITED

Bell-Roberts Contemporary, Cape Town,  
*Picnic*, 8 to 29 November 2003.

### NOTES

Cameron Platter's visual style and attention  
to detail have made his work instantly  
recognisable on the contemporary scene.

Platter works across a range of media, from  
2D prints and drawing, to sculpture, video  
and animation: each work teasing out more  
nuanced and complex engagements with  
popular culture, consumerism, neo-liberal  
capitalism, current politics and individualist  
entitlement seen as the dreams and desires  
of human endeavour. In 2020, his work  
formed part of *Arte contemporânea na  
Coleção Sindika Dokolo – You Love Me, You  
Love Not* at the Municipal Gallery Almeida  
Garrett in Porto, Portugal. Platter's work  
forms part of the permanent collections of  
MoMA in New York; The FRAC des Pays  
de la Loire in France and the Iziko South  
African National Gallery in Cape Town.





34

William Kentridge

South Africa 1955–

Untitled (Man, Woman  
and Warthog)

1985

charcoal and pastel on paper

signed bottom right

100 x 70 cm; framed size: 111 x 81 x 4 cm

ZAR 600 000 – 800 000

USD 39 600 – 52 800

GBP 29 400 – 39 200

EURO 35 400 – 47 200

PROVENANCE

Private collection, Cape Town.

Gifted to the current owner's mother by  
Riley Schachat in 1990.

According to Schachat the drawing is a self  
portrait with the artist's wife.





## Fanlo Mkhize

South Africa 1959–1995

### *BUTISI TART?*

oil on board attached to wooden pole  
80 x 39.5 x 1.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

#### PROVENANCE

Private collection, Cape Town.  
Johannesburg Biennale, Johannesburg.

#### EXHIBITED

Johannesburg Biennale: Africus,  
Johannesburg, *The Body Politic*, 28 February  
to 31 April 1995.

#### LITERATURE

*Africus*, Johannesburg Biennale, 28  
February to 30 April 1995. Johannesburg:  
Greater Johannesburg Transitional  
Metropolitan Council, illustrated in colour  
on the cover. [Biennale catalogue].



*Africus*, Johannesburg Biennale catalogue where  
the work is illustrated in colour on the cover

Fanlo Mkhize, more commonly known by the nickname 'Chickenman', is recognised for his eccentric artworks and puppets made from found-materials.

During the 1980s, Mkhize started working on the lawns outside the Tatham Art Gallery in Pietermaritzburg. He entertained passers-by with his extraordinary sculptures and also made a series of 'road signs'. Each of these roughly constructed objects contained a message – sometimes of warnings relating to road safety such as No hooting, Steep descent to the left or Beware of joggers. Other messages including Gone fishing, Abuse of power comes as no surprise, or Safe sex zone were completely unrelated and the artist also made signs to order.

In 1995, Lorna Ferguson and Christopher Till, who were then directors of the first Johannesburg Biennale, titled *Africus*, commissioned Mkhize to make a sign for the event. "This biennale was significant because it marked South Africa's re-entry into the international art world after the first democratic elections in 1994 (Becker 2002: 101). It was a monumental, and momentous, series of exhibitions that ambitiously attempted to redefine the canon of South African art (Marschall 2001: 55), notably, to open it up to embrace a range of artistic practices across the country that had been overlooked and generally excluded from the mainstream. Their curatorial focus meant that many questions were raised about what constituted art in the first place, and it is therefore not surprising to learn that Ferguson commissioned Mkhize to produce one of his signature signs with the question 'But is it art?' The sign produced, which read, 'Butisi tart?' became the unofficial logo of the biennale, and was used prominently on the catalogue cover as well as on invitations, banners, posters, T-shirts, and even condom dispensers promoting the event."<sup>1</sup>

<sup>1</sup> Vorster, S & Del Castello, D. (2015). *A Chicken in a Goat Coat*. In J. Brenner, S. Vorster, L. De Becker and J. Wintjes Life (Ed.). *Line-Knot: Six Object Biographies* (pp.37-49). Johannesburg: Standard Bank Gallery. p. 43.







36

William Kentridge

South Africa 1955–

*Drawing for Mine*

1991

charcoal on paper

accompanied by a certificate of authenticity

signed by the artist

75 x 90 cm; framed size: 85 x 100 x 4.5 cm

ZAR 2 800 000 – 3 500 000

USD 184 800 – 231 000

GBP 137 200 – 171 500

EURO 165 200 – 206 500

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PROVENANCE

Private collection, Cape Town.

Acquired directly from the artist.













Film still at 0:57. First view of the scene. The sleeping bunker of the mineworkers.



Film still at 1:06. Mine workers are introduced in the scene as they wake-up and prepare for the day's work in the mine.



Film still at 1:10. Mine workers congregate while a single figure warms his hands by a fire.



Film still at 4:15. A mine cart enters the bunker and discards its contents onto the figure in left view.



Film still at 4:18. Second last still of the scene. Figure is cemented as the mine cart exits.

This intensely expressive charcoal drawing is one of 18 drawings William Kentridge produced as a still for his 1991 animated film *Mine* – the third in a series of short stop-motion films titled *Drawings for Projection*, which is included in numerous world-renowned collections such as the Tate in London, the Smithsonian in Washington DC, the Art Institute of Chicago, The Broad Museum in Los Angeles and the Carnegie Museum of Art in Pittsburgh.

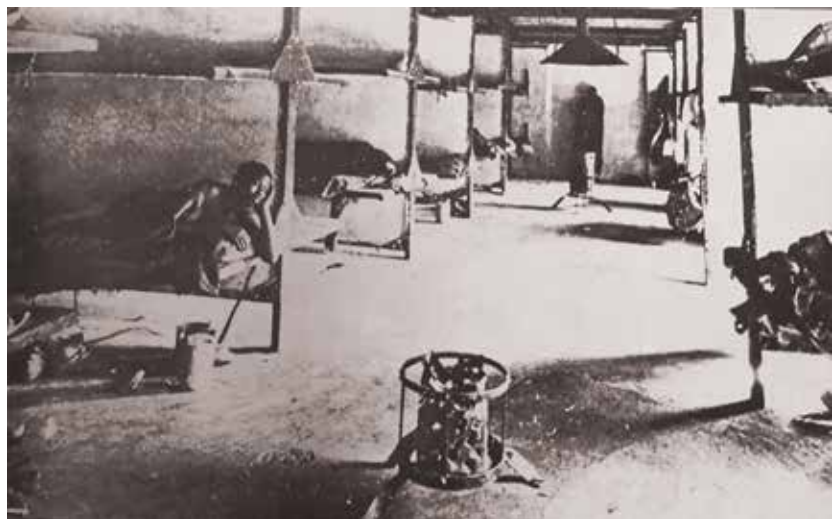
In *Mine*, Kentridge draws a parallel between the exploitation of natural resources of the land and the colonial legacy of human labour abuse and injustice. Each drawing in the film presents a single scene, which Kentridge continuously alters through a process of erasing and redrawing, photographing each stage of their revolution to create 'movement' in the film.

The significance of this particular drawing is that it introduces the claustrophobic 'nether world' – the concealed and isolated sleeping bunker – of the mineworkers (as opposed to mining magnate Soho's 'upper world' of comfort and luxury) early on in the film. Thus, setting the stage for the stark juxtaposing of two different socio-economic realities – a critical reference to South African politics pre-democracy. As the narrative unfolds, the setting of the drawing is presented again. This time a mine cart discards its contents onto the figure in left view, cementing him to the floor, concreting his arms and leaving him helpless and motionless – a poignant rendering which is the final scene of this powerful drawing. Its inherent meaning direct and politically fierce.

The setting of this drawing cites an early photograph which captures the way workers were housed in concrete bunks on South Africa's gold mines, featured in *A People's History of South Africa. Gold and Workers, 1886-1924* (published in 1981) by social historian Luli Callinicos. Interestingly, Kentridge even retained the overhead lights in his reworking of this image.

The early drawings from Kentridge's films, like this one, are extremely scarce, highly sought-after, and rarely become available to the market. In 2017, Aspire Art sold another drawing from *Mine; Soho with Coffee Plunger and Cup* for just over R5,456,640, setting a record price for a drawing by Kentridge in South Africa at the time.

Marelize van Zyl



Photograph from *A People's History of South Africa. Gold and Workers, 1886-1924* (1981) by Luli Callinicos .



37

Edoardo Villa

South Africa 1915–2011

Abstract form

1996

bronze on a granite base  
signed, dated and numbered 3/6 along  
the base  
52.5 x 26 x 26 cm excluding base;  
55 x 26 x 26 cm including base

ZAR 60 000 – 90 000

USD 3 960 – 5 940

GBP 2 940 – 4 410

EURO 3 540 – 5 310

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PROVENANCE

Private Collection, Johannesburg.



38

Edoardo Villa

South Africa 1915–2011

*The Lovers*

1981

bronze on a wooden base

signed and dated along the lower left area

60 x 29 x 29 cm excluding base;

65 x 35.5 x 30.5 cm including base

ZAR 120 000 – 180 000

USD 7 920 – 11 880

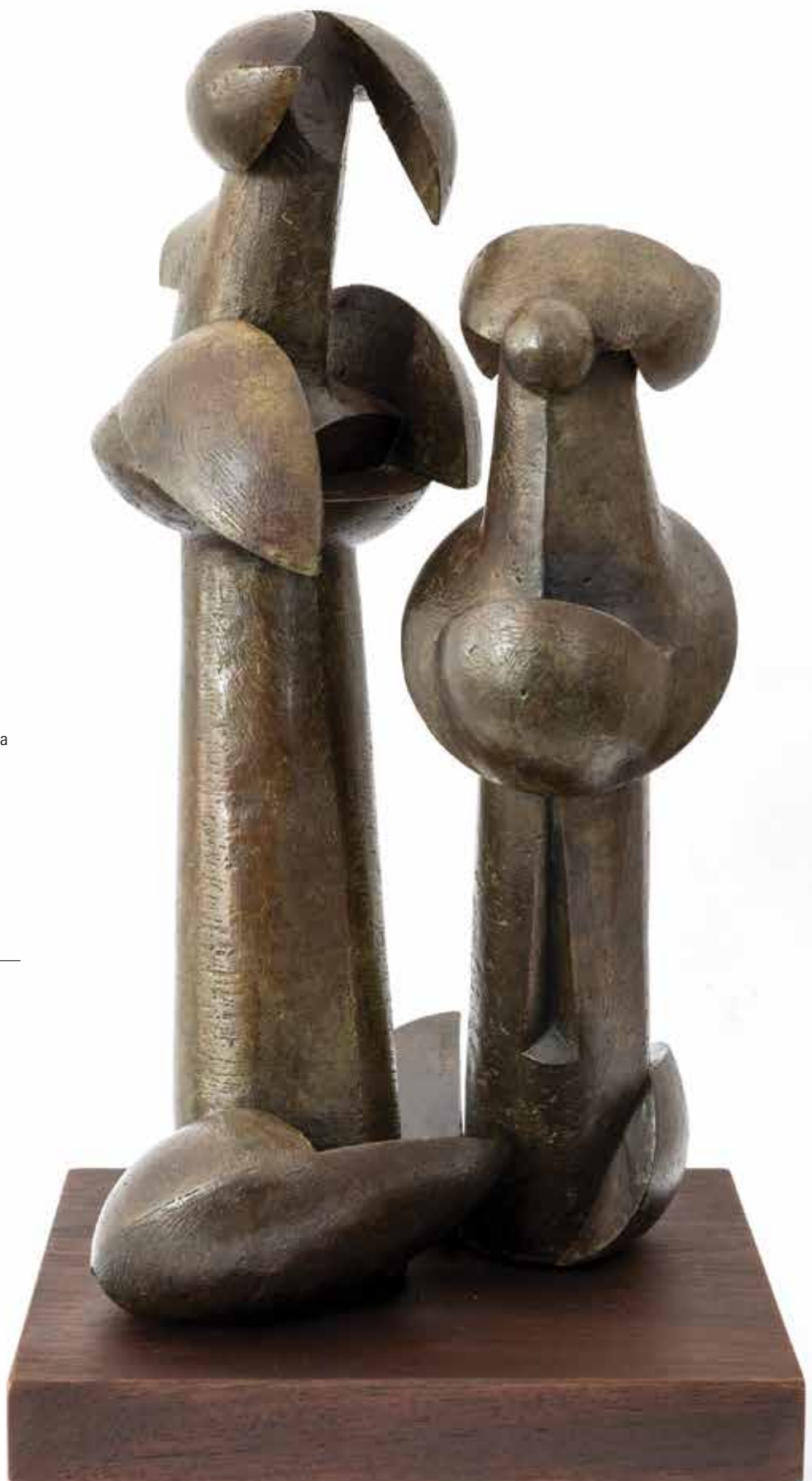
GBP 5 880 – 8 820

EURO 7 080 – 10 620

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PROVENANCE

Private collection, Cape Town.





## Paul Kodjo

Ivory Coast 1939–2021

*Extrait du roman photo*  
*“Perdue et Retrouvée”,*  
 1973

2019

gelatin silver print

signed, dated and numbered 4/8 on the reverse

number 4 from an edition of 8 + 3AP

sheet size: 60 x 50 cm; image size: 54 x 4 cm

ZAR 100 000 – 120 000

USD 6 600 – 7 920

GBP 4 900 – 5 880

EURO 5 900 – 7 080

## NOTES

Other examples from the edition are in the collection of Quai Branly Museum, France, and Art Gallery of Ontario, Canada.

## EXHIBITED

In Camera Galerie, Paris, *Paul Kodjo and Ananias Léki Dago*, 17 September to 24 October 2020

## LITERATURE

Deana Lawson. (2021). Institute of Contemporary Art/ Boston and MoMA PS1 in Association with Mack, illustrated on p.101. [Catalogue].

French Ministry of Culture with Le bec en l'air editions. (March 2020). *Acquisitions from public collections, Photography*, illustrated on p.37. [Catalogue].

Ivoire Dimanche.(1973). Côte d'Ivoire.

Born in 1939 in Banco Forest in Abidjan, Paul Kodjo began his career in the early 1960s, during the dawn of Cote d'Ivoire's independence. In 1967, he moved to Paris, France, to study photography at the École ABC de la photographie and cinema at the Conservatoire Libre du Cinéma Français concurrently. On completion of his formal studies, he remained in Paris working from a photographic studio at 13 bis Rue Laffitte as correspondent for the Ivorian daily *Fraternité-Matin* and for the Centre d'Information et de Diffusion Ivoirien à Paris. During this time he was one of the only Black photographers to document the May 1968 student protests in Paris.

In 1970, Kodjo returned to Cote d'Ivoire and founded an agency called MAMEDIS (Mass Media Service) to do work in photography, film and publishing. He started publishing his fictional photo-romans in the weekly magazine, *Ivoire Dimanche*. Kodjo is best known for his photographs taken during this decade in Abidjan and has often been referred to as the 'father of Ivorian photography'. In 1973, he received the Grand Prize for *International Photographic Reporting*. In his later years, Kodjo taught photography at the Institut National des Arts in Abidjan.

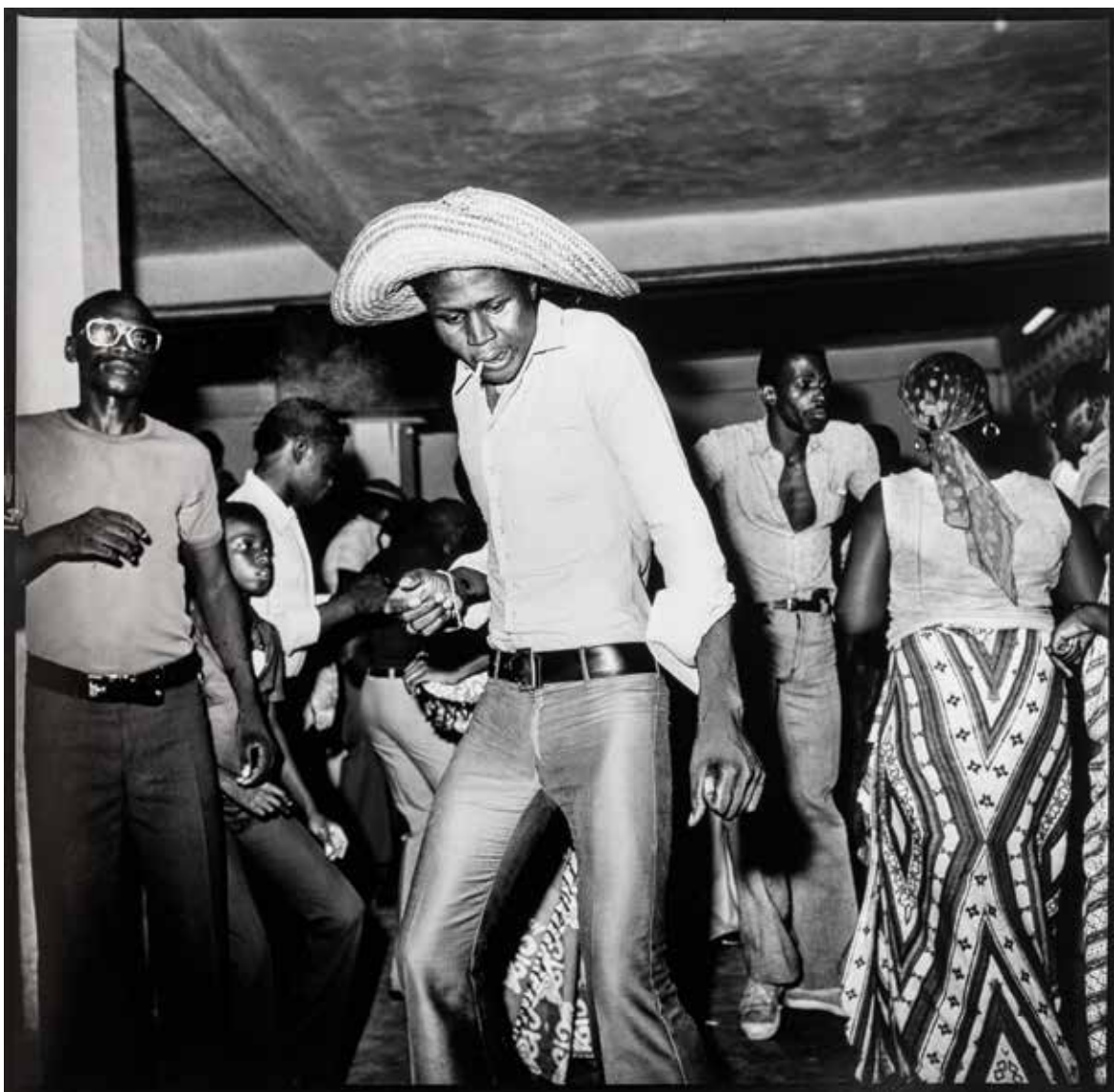
His work has been exhibited extensively in Paris and was also shown at the Abidjan Goethe Institut during the 2nd edition of the Les Rencontres du Sud photo festival. His work is included in various public collections including the musée du quai Branly – Jacques Chirac in France and the Art Gallery of Ontario in Canada.

A documentary on the life of Paul Kodjo, produced by photographer Ananias Léki Dago, will be premiered in Cote d'Ivoire at the Abidjan Institut Français in April 2022.

*Makgati Molebatsi*







40

Paul Kodjo

Ivory Coast 1939–2021

Untitled (from the *Soirée Dansante, Abidjan, 1970* series)

2019

gelatin silver print

embossed with the Paul Kodjo chop mark  
bottom right; signed, dated and numbered

4/8 on the reverse

number 4 from an edition of 8 + 3AP

sheet size: 40 x 50 cm;

image size: 37.5 x 37.5 cm

ZAR 100 000 – 120 000

USD 6 600 – 7 920

GBP 4 900 – 5 880

EURO 5 900 – 7 080

#### NOTES

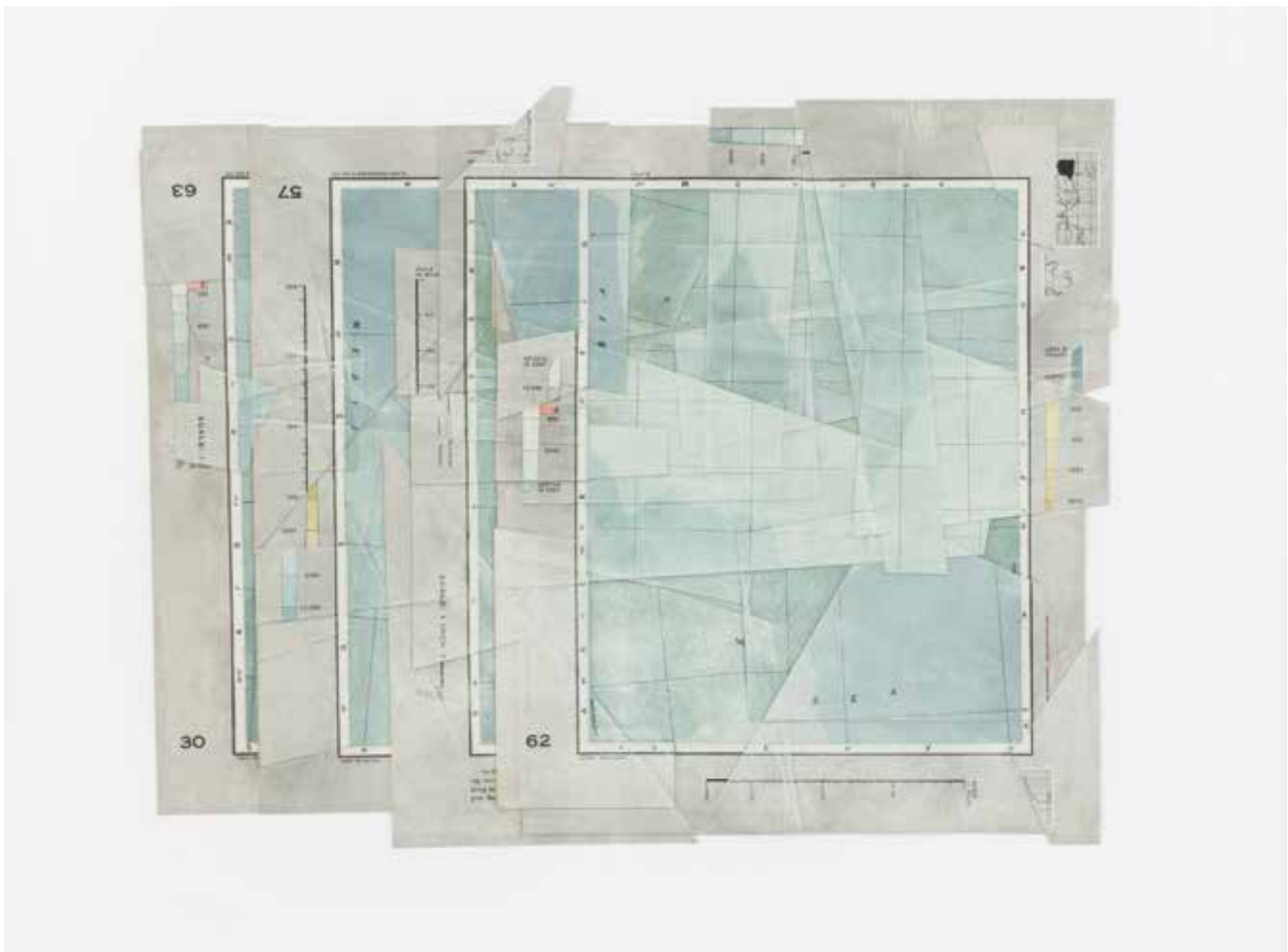
Other examples from the edition are in the collection of Quai Branly Museum, France, and Art Gallery of Ontario, Canada.

#### EXHIBITED

In Camera Galerie, Paris, *Paul Kodjo and Ananias Léki Dago*, 17 September to 24 October 2020







41

Gerhard Marx

South Africa 1976–

*Depths in Feet (Spread)*

2015

cut and reconstituted map fragments on  
board

signed and dated bottom right

55 x 55 cm; framed size: 56 x 56 x 4 cm

ZAR 50 000 – 80 000

USD 3 300 – 5 280

GBP 2 450 – 3 920

EURO 2 950 – 4 720

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PROVENANCE

Private collection, Cape Town.

EXHIBITED

Goodman Gallery, Cape Town, *A Geometry of Echoes*, 17 December 2015 to 27 January 2016.



42

Guy Tillim

South Africa 1962–

*Kunhinga Portraits:  
Rosalina Nahamba  
Holding Baby Filomena  
Lasinda. Her Daughter,  
Rosali Sindali Holds Baby  
Guerra*

2002

archival pigment ink on 300g coated cotton  
paper

signed, dated, numbered 2/12 and inscribed  
with the title in pencil in the margin

from an edition of 12

sheet size: 61 x 76 cm unframed

ZAR 25 000 – 35 000

USD 1 650 – 2 310

GBP 1 225 – 1 715

EURO 1 475 – 2 065

#### NOTES

Taken in February 2002 in the Angolan province of Bie, near Kuito, Guy Tillim's *Kunhinga Portraits* portray displaced people, who in the months before the end of the civil war, fled in advance of the Angolan government's "clearing" of regions where civilians had provided cover for UNITA soldiers. The subjects had walked for five days from Monge to seek refuge in the small town of Kunhinga in the safe havens provided by foreign agencies stationed in the area (Michael Stevenson, 2003). Michael Stevenson (2022). Available at: <http://archive.stevenson.info/exhibitions/kunhinga/kunhinga.htm> (Accessed: 23 February 2022).

#### PROVENANCE

Private collection, Johannesburg.

#### EXHIBITED

Michael Stevenson Gallery, *Guy Tillim: Kunhinga Portraits*, Cape Town, 18 June to 19 July 2003. An example from the edition exhibited.





43

Zanele Muholi

South Africa 1972–

*Sasa Bleecker, New York*  
(from the *Somnyama Ngonyama*  
*Ngonyama* series)

2016

archival pigment ink on Baryta Fibre paper  
number 42 from an edition of 60  
sheet size: 46 x 60 cm;  
framed size: 61 x 74.5 x 4 cm

ZAR 120 000 – 160 000

USD 7 920 – 10 560

GBP 5 880 – 7 840

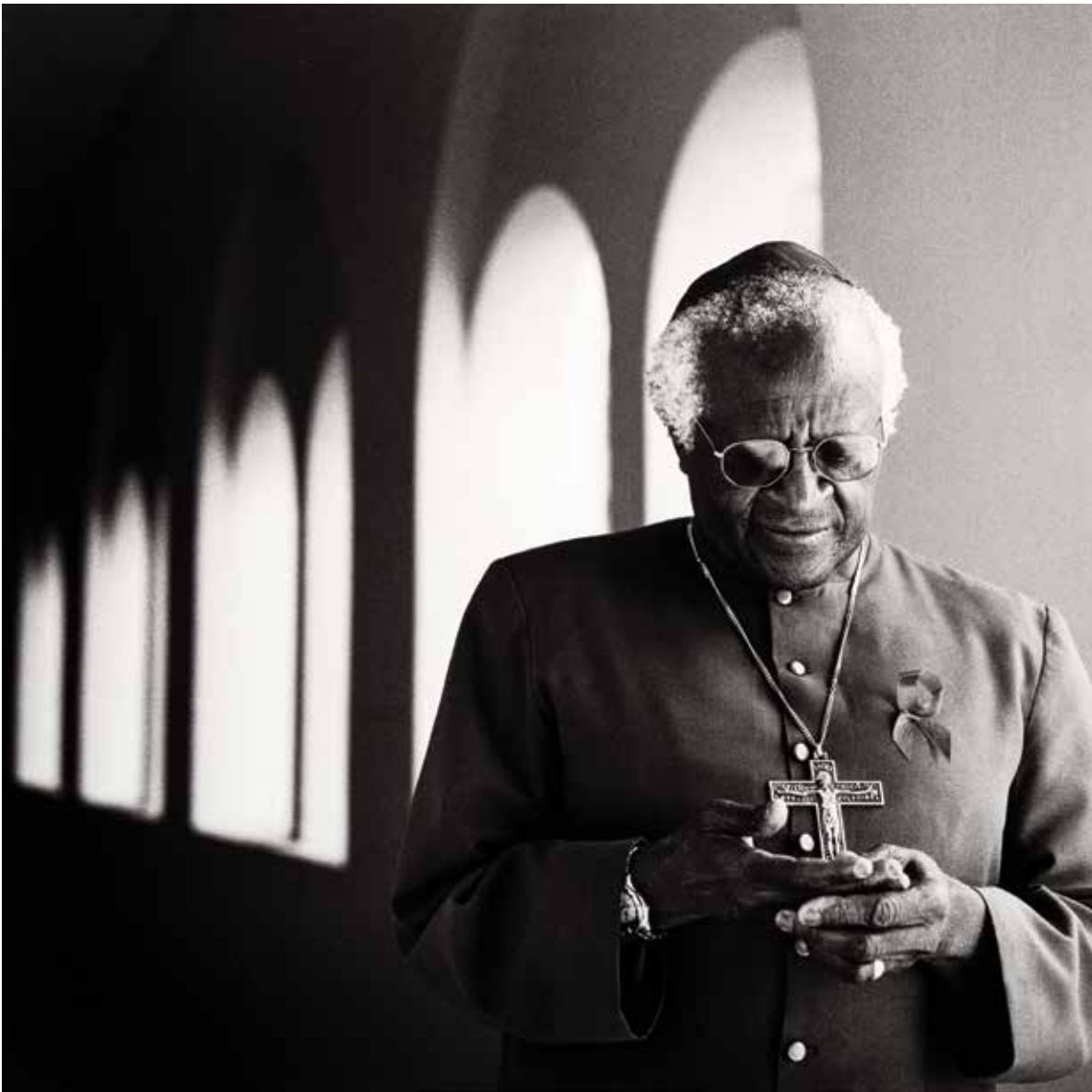
EURO 7 080 – 9 440

#### NOTES

Photographed in New York in 2016, *Sasa Bleecker* is a striking self-portrait from the ongoing series *Somnyama Ngonyama*, meaning 'Hail, the Dark Lioness' in Zulu. The series re-imagines classic portraiture and re-articulates notions of race and representation. Portrayed in a highly stylised fashion, Zanele Muholi provokes the viewer with an intense and intimate gaze, staring straight forward from a sharp lit spotlight. This visually powerful, yet sensual portrait challenges the politics of identity, while also commenting on current political and socio-cultural issues that affect black, queer people in South Africa, Africa and beyond. *Somnyama Ngonyama* has been exhibited widely, including at Autograph ABP, London in 2017 and the 58th Venice Biennale in 2019.

#### PROVENANCE

Private collection, Cape Town.



44

Jac de Villiers

South Africa 1948–

*Tutu*

2003

piezography carbon on Hahnemühle

PhotoRag Baryta 320gm

signed, numbered 3/12 and inscribed

with the title in pencil in the margin;

accompanied by a certificate of authenticity

number 3 from an edition of 12 + 2AP

image size: 47 x 47 cm;

framed size: 72 x 63.5 x 4.5 cm

ZAR 30 000 – 40 000

USD 1 980 – 2 640

GBP 1 470 – 1 960

EURO 1 770 – 2 360

PROVENANCE

Private collection, Cape Town.



45

## Ayana Vellissia Jackson

United States of America 1977–

*Destruction* (from the *Poverty Pornography* series)

2011

archival pigment print

signed, dated and numbered 3/6 in pencil in the margin; accompanied by a certificate of authenticity

from an edition of 6 + 2AP

image size: 145 x 145 cm;

framed size: 172 x 171 x 2 cm

ZAR 120 000 – 180 000

USD 7 920 – 11 880

GBP 5 880 – 8 820

EURO 7 080 – 10 620

### PROVENANCE

Private collection, Cape Town.

Gallery MOMO, Johannesburg.

### EXHIBITED

Galerie Baudoin Lebon, Paris, *Archival Impulse & Poverty Pornography*, 19

September to 11 November 2013, another example of the edition exhibited.

Gallery MOMO at Paris Photo 2011, Paris, another example of the edition exhibited.

Gallery MOMO, Johannesburg, *Projection Surface*, 25 August to 19 September 2011, another example of the edition exhibited.

Born in the US and based between Johannesburg, New York and Paris, Ayana Jackson's work examines the complexities of representation. She is, however, not only an artist but an activist and her work is very political.

*Destruction* forms a part of the *Poverty Porn (Povporn)*, 2011-2013 series, in which Jackson restaged well-known photographs such as Eddie Adams' iconic *Saigon Execution* from 1968, shot during the Vietnam War as well as the famous image of the starving child and the hooded vulture in famine-ridden Sudan by photojournalist Kevin Carter.

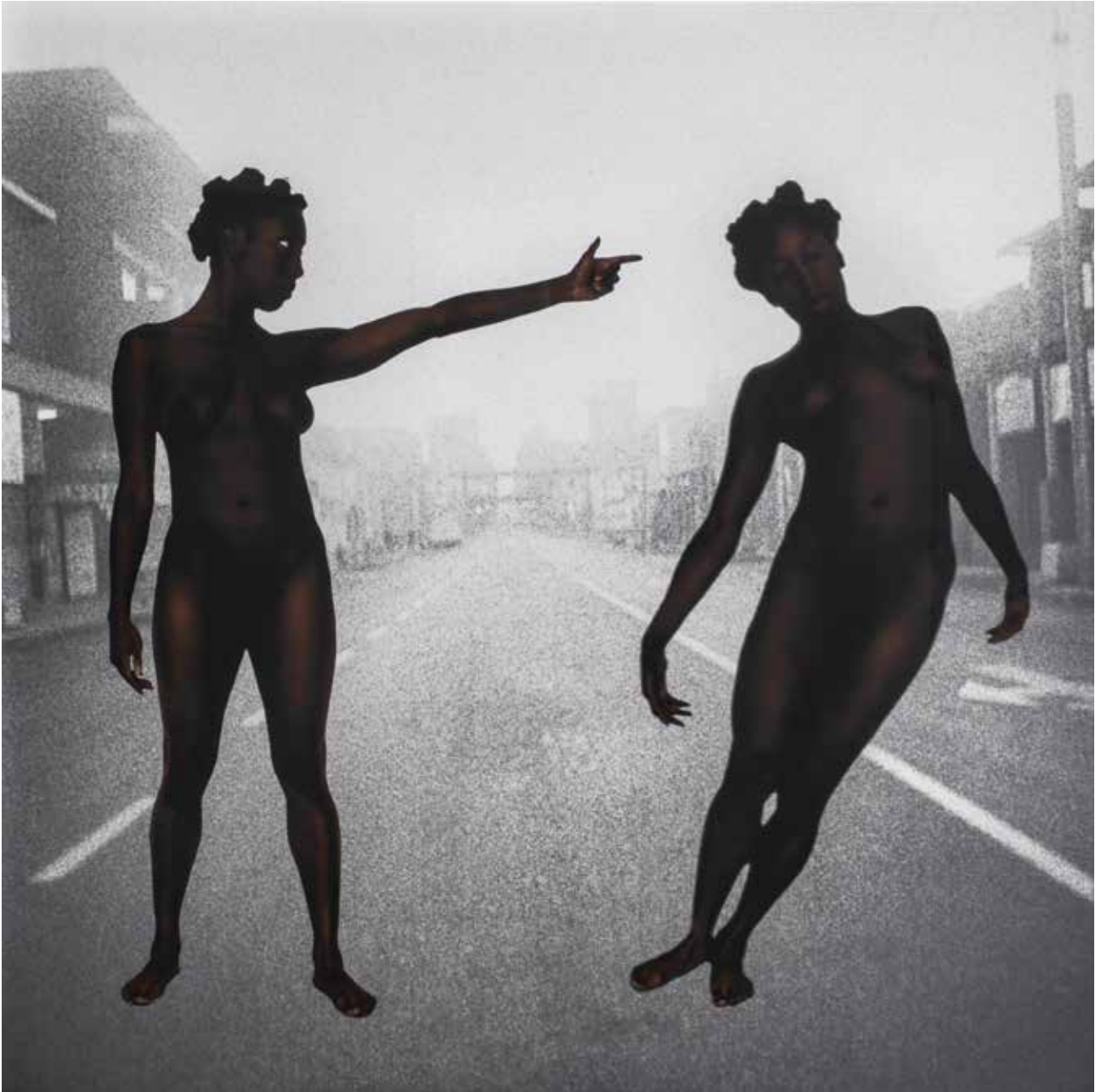
The term 'Poverty Porn', of course, describes the abundance of disturbing images of misery in developing countries. The artist's aim, in drawing upon this category, is to create a conversation about photography's treatment of the non-white body, to interrogate the photographic representation of impoverished bodies in the global south and question how this filters into current representations and racial stereotypes.

Jackson chose to use nudes in the images to replicate the emotional tension created by images of 'poverty pornography'. One is simultaneously drawn to and repulsed by the image of suffering as one is attracted to and shamed by images of nudes. She furthermore uses her own body instead of the bodies of other women, as she believes that subjecting another woman's body to this form of problematic representation would contradict and indeed undermine the intention of the series.

*Destruction* is an exceptionally powerful image. Jackson has masterfully imposed two versions of her own body onto a street scene. The large nudes dominate the picture plane. One figure looks directly at the other, her hand – held as a gun – pointing at her neighbour as she begins to fall. It is a skilfully constructed and dramatic scene as the artist demands the audience take pause, consider the tensions within the image and finally stop to interrogate how and why images of suffering seduce.

A solo exhibition of Ayana Jackson's work is scheduled to take place at the Smithsonian National Museum of African Art, Washington in 2023.

*Sarah Sinisi*





46

David Goldblatt

South Africa 1930–2018

Limited edition

*Particulars* book and  
*'Woman sun-bathing,  
Fellside, Johannesburg'*

2003

hardcover book comprising 27 hand-bound  
silver prints on 250 gsm acid-free, dioxin-  
free Job Parilax paper, accompanied by  
one unbound and framed print, all prints  
processed to archival standards, supplied in  
a hand-made slipcase

signed and numbered 27/100 on the back of  
the title page; print signed, dated 1975 and  
numbered 1/25 on the reverse

27 from an edition of 100 + 20 author's  
proofs

portfolio size: 38 x 35.5 x 1.5 cm; including  
slipcase: 39 x 36 x 2.5 cm; sheet size of  
loose print: 25 x 20.5 cm; framed print size:  
31.5 x 29 x 3.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

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NOTES

Published by Goodman Gallery Editions,  
Johannesburg.

PROVENANCE

Private collection, Johannesburg.



47

# William Kentridge

South Africa 1955–

## *Receiver*

2006

the complete artist's book, comprising 22 etchings, drypoints and photogravures, on handmade and transparent papers, the full sheets bound (as issued), with one loose photogravure on handmade paper with full margins, with 7 accompanying poems by Wislawa Szymborska, all contained in the original handmade black paper printed wrappers and fabric-covered slipcase signed by William Kentridge and Wislawa Szymborska, numbered 34 on the penultimate page and inscribed 'For Anne' on the back of the second page; the loose and framed photogravure is signed and numbered 34/50 in pencil in the margin numbered 34/50 in pencil in the margin portfolio size: 37 x 29.5 x 2 cm; including dust jacket: 38 x 30 x 3 cm; sheet size of loose print: 35.5 x 28.5 cm; framed print size: 48.5 x 41.5 x 3.5 cm

ZAR 90 000 – 120 000

USD 5 940 – 7 920

GBP 4 410 – 5 880

EURO 5 310 – 7 080

### NOTES

Co-published by Dieu Donn  Press and Galamander Press, New York.

### PROVENANCE

Private collection, Johannesburg.

### EXHIBITED

Hammer Museum, Los Angeles, *The World Overlooked: William Kentridge's Receiver*, 27 August 2014.







48

William Kentridge

South Africa 1955–

*Four Instruments*

2002

drypoint etching from one copper plate on  
Hahnenühle Copperplate Warm White  
paper  
signed and numbered 19/40 in pencil in the  
margin and embossed with the Galamander  
Press chop mark bottom left  
from an edition of 40  
sheet size: 40 x 54 cm;  
framed size: 49.5 x 63 x 3.5 cm

ZAR 45 000 – 55 000

USD 2 970 – 3 300

GBP 2 205 – 2 450

EURO 2 655 – 2 950

#### NOTES

Printed by Randy Hemminghaus,  
Galamander Press.  
Published by David Krut Fine Art, New York.

#### PROVENANCE

Private collection, Johannesburg.

#### LITERATURE

Law-Viljoen, B. (2004). *William Kentridge  
Prints*. Johannesburg: David Krut Publishing.  
Another example from the edition illustrated  
on p.132.

CP: Rosenthal, M. (2009). *William  
Kentridge: Five Themes*. New Haven and  
London: Yale University Press. A similar  
example illustrated in colour on p.121.

49

# William Kentridge

South Africa 1955–

## *Braz Cubas (Head and Stone)*

2000

lithograph with watercolour, printed on page spreads from *Memórias Póstumas de Brás Cubas* by Machado de Assis (1881), mounted on Velin Arches White 250 gsm paper  
signed and numbered Artist's Proof in pencil in the margin; embossed with the Artists' Press chop mark bottom right  
plate size: 17.5 x 22 cm; sheet size: 28 x 33 cm; framed size: 56 x 59 x 4.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

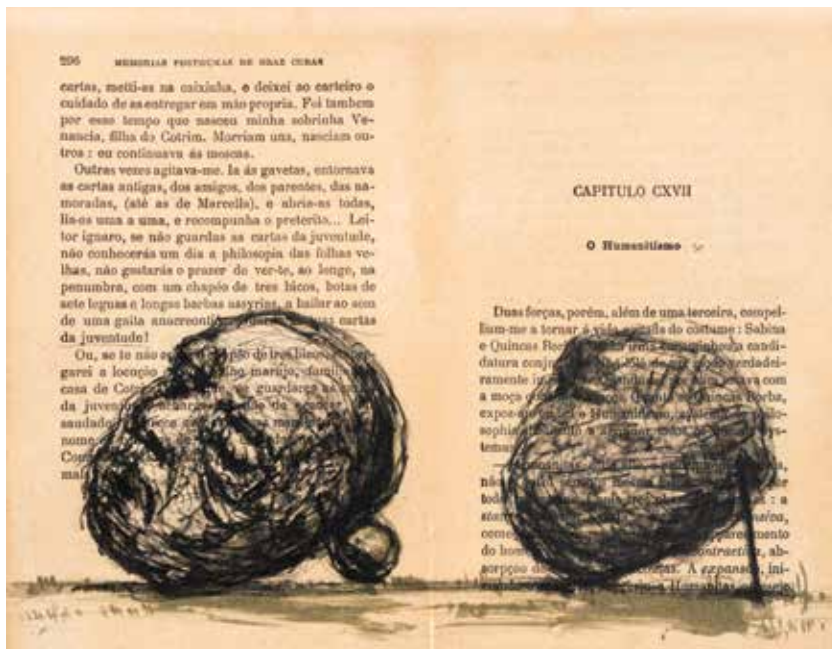
EURO 2 360 – 3 540

### PROVENANCE

Private collection, Cape Town.

### LITERATURE

Tone, L. (2013). *William Kentridge: Fortuna*. London: Thames & Hudson Ltd, number 15/28 illustrated in colour on p. 90.



50

# William Kentridge

South Africa 1955–

## *Braz Cubas (Sculptures)*

2000

lithograph with watercolour, printed on page spreads from *Memórias Póstumas de Brás Cubas* by Machado de Assis (1881), mounted on Velin Arches White 250 gsm paper  
signed and numbered Artist's Proof in pencil in the margin; embossed with the Artists' Press chop mark bottom right  
plate size: 17.5 x 22 cm; sheet size: 28 x 33 cm; framed size: 56 x 59 x 4.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

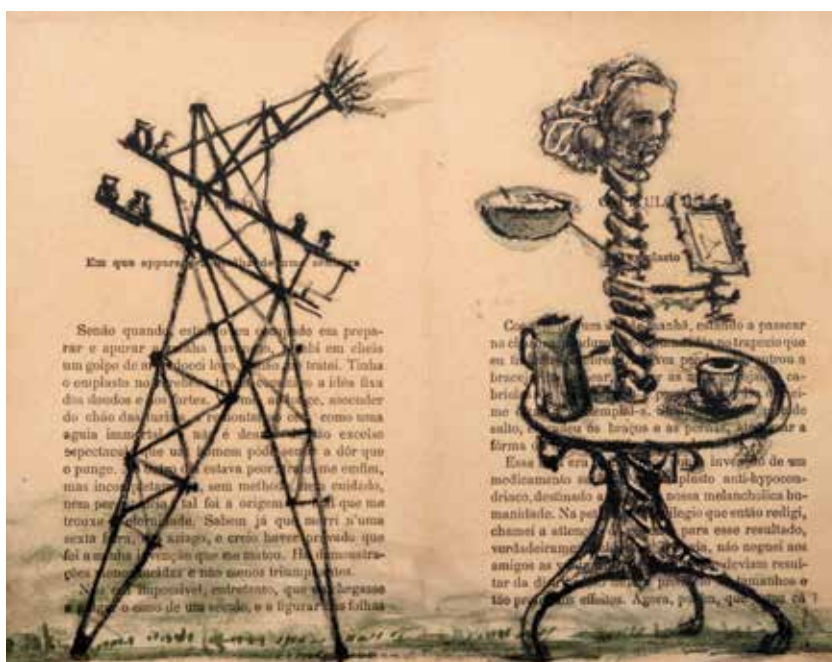
EURO 2 360 – 3 540

### PROVENANCE

Private collection, Cape Town.

### LITERATURE

Tone, L. (2013). *William Kentridge: Fortuna*. London: Thames & Hudson Ltd, number 15/28 illustrated in colour on p. 90.





## Marlene Dumas

South Africa 1953–

### *Kindvrou*

1974/75

oil on board with lace collage  
inscribed with the artist's name, artwork  
title, date, a note and "BA F. Art (Michaelis)"  
on the reverse  
108 x 76.5 cm;  
framed size: 12 x 79.5 x 6.5 cm

ZAR 1 800 000 – 2 400 000

USD 118 000 – 158 400

GBP 88 200 – 117 600

EURO 106 200 – 141 600

#### PROVENANCE

Private collection, Cape Town.

#### EXHIBITED

Michaelis School of Fine Art, Cape Town,  
*Final Year Exhibition*, 1975.

The exhibition *Marlene Dumas: open-end*  
will be on view from March 27, 2022  
until January 8, 2023 at Palazzo Grassi,  
Venice as a highlight of the 2022 Venice  
Biennale. Originally built between 1748  
and 1772, Palazzo Grassi was bought by  
François Pinault in 2005 to house his art  
collection and to stage major exhibitions of  
contemporary and modern art.

#### LITERATURE

Bedford, E., Dumas, M. (2007). *Marlene  
Dumas: Intimate Relations*. Johannesburg:  
Jacana Media, illustrated in colour and in  
black and white in the preliminary pages.

As one of the most celebrated living artists today, Cape Town-born and Amsterdam-based artist, Marlene Dumas, has produced an extraordinary body of work from her earliest paintings in the 1970s through to her internationally celebrated exhibitions of recent years.

A world-renowned artist, Dumas' works are highly sought-after and rarely come up at auction. In 2005 Dumas held the distinction of achieving the highest price ever at auction for a female artist when her painting of 1987, *The Teacher (sub a)* (Fig 1), sold at Christie's London for £1,8 million (\$3,3 million) – more than R34 million. The current auction high was set when *The Visitor* (1995) (Fig 2) sold in 2008 for £3,177,250 (\$4,2 million) – more than R65 million. Clearly Dumas' skillful and compelling figurative paintings have captivated collectors across the globe.

Dumas painted *Kindvrou* in the mid-1970s, a period of intense political and social upheaval in South Africa when artists sought ways to address these challenges, within the strictures of the time. Her early paintings caught the attention of her professors such as painter, Stanley Pinker and theorist, Neville Dubow, and laid the foundation for her career development. Lectures in philosophy at the University of Cape Town with Professor Martin Versfeld, whose work is characterised by the quest for an ethic of humaneness, provided an intellectual and philosophical basis for her thinking. In 1982 Dumas' work caught the eye of Dutch art historian Rudi Fuchs, who invited her to participate in Documenta 7 in Kassel, Germany, where she was one of the youngest artists.

For Dumas, painting and words are her medium and she remains actively engaged in making meaning: "I want to portray people in all their complexity and never completely definable identity."<sup>2</sup> *Kindvrou* depicts a girl clothed in a short, frilled white top, suggesting purity and innocence and underscoring her youth. The three hearts across her chest emphasise the sweetness of childhood. With smeared red lipstick and blurred facial features, Dumas suggests that she is a young girl on the threshold of becoming an adult in a complex world.

*Kindvrou* is an extraordinary work which, in its painterly treatment and in the intensity of its subject, is comparable to Irma Stern's *The Eternal Child* (1916) (Fig 3) in many ways. Interestingly, both artists were aged 22 at the time they produced these arresting works of girl children. Dumas' unique technique, utilising scumbled painting to achieve smudgy contours, accentuates this liminal phase between childhood and adulthood. Moving from a dark space into the bright light, this girl eagerly wills herself forward into the day and, perhaps, into an unknown environment with all its expectations of women. In this coming of age image, she has one hand firmly on the doorway, and her eyes set on the future.

CONTINUED ON P.87



Fig 1: *The Teacher (sub a)*, 1987. Private Collection.



Fig 2: *The Visitor*, 1995. Private Collection.



Fig 3: Irma Stern, *The Eternal Child*, 1916. Collection: Rupert Art Foundation, Stellenbosch.







Fig 4: Love Lost, 1973/74.  
(Aspire Art Auctions, AUTUMN 19, Cape Town, LOT 66)



Fig 5: The Futility of Artistic Confession, 1983. Collection: Bonnefantenmuseum, Maastricht, Netherlands.



Fig 6: Die Baba, 1985. Private Collection.



Fig 7: The Teacher (sub b), 1987. Collection: Kunsthalle zu Kiel, Germany.



Fig 8: Schaammeisje, 1991. Private Collection.



Fig 9: Child with Lipstick, 1992.



Fig 10: Helena, 1992. Artist's Collection.



Fig 11: The Painter, 1994. Collection: Museum of Modern Art (MoMA), New York, USA.



Fig 12: Helena 2001 No 2, 2002. Collection: Stedelijk Museum Amsterdam, Netherlands.

CONTINUED FROM P.84

*Kindvrou* also has much in common with another of Dumas' works, *Love Lost* (1973/4) {Fig 4}, which sold at Aspire Art in 2019 for R7,283,200 on a pre-sale estimate of R3,000,000-5,000,000. Both are early works that focus intently on compelling narratives involving female figures as their central subject. Both employ Dumas' notable expressive painterly treatment, while relying on cool colouration. The enduring appeal of a woman or a child as subject throughout art history is evident in both these paintings which prefigure the primary direction in which her works were to develop.

In many ways, *Kindvrou* presages the subjects, concerns and forms of painterly expression in many of Dumas' mature paintings. Clear comparisons exist between this early work and the following paintings for example: *The Futility of Artistic Confession* (1983) {Fig 5}; *Die Baba* (1985) {Fig 6}, *The Teacher (sub b)* (1987) {Fig 7}; *Schaammeisje* (1991) {Fig 8}; *Child with lipstick* (1992) {Fig 9}; *Helena* (1992) {Fig 10}; *The Painter* (1994) {Fig 11}; and *Helena* 2001 No 2 (2002) {Fig 12}.

Marlene Dumas is the thinking collector's artist. In addition to being a great painter with consummate skill, she brings her knowledge of art, philosophy and photography to bear on her works. Her love of the female form is evident and is infused with empathy and a depth of insight into humanity. As an artist, she is well-known as an engaging thinker who brings to her painting the intellectual grounding of her philosophical studies and her profound interest in contemporary culture. As she says, "I've always wanted my paintings to be more like movies or other art forms, where the work stimulates discussion in all kinds of directions"<sup>2</sup>.

*Emma Bedford*

<sup>1</sup> Marlene Dumas, in a letter for the project in Het Hooghuys, Psychiatric Centre, Etten-Leur, 1991, quoted in Brouwers, A., Dumas, M. and Klein Essink, S. 1992. *Marlene Dumas: Miss Interpreted*, Eindhoven: Stedelijk Van Abbemuseum, p. 13.

<sup>2</sup> Van Boogerd, D., Bloom, B. & Casadia. 1999. *Marlene Dumas*. New York: Phaidon Press, p.13.













52

Georgina Gratrix

Mexico/South Africa 1982–

*The Betrothed*

2017

oil on board

signed and dated on the reverse

40 x 29 x 3 cm

ZAR 50 000 – 80 000

USD 3 300 – 5 280

GBP 2 450 – 3 920

EURO 2 950 – 4 720

PROVENANCE

Private collection, Cape Town.

SMAC Gallery, Cape Town.

EXHIBITED

MiArt, Fieramilanocity, SMAC Gallery (Solo Booth C02), 31 March to 2 April 2017.





53

Rina Stutzer

South Africa 1976–

*Wearing Where You Are*

2011

oil and patina on canvas

signed and dated bottom right; signed and  
inscribed with the title and medium on the  
reverse

80 x 80 x 2.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Johannesburg.

Everard Read Gallery, Johannesburg.

EXHIBITED

Johannesburg Art Gallery, *'Dislodge  
Loswikkell'*, Johannesburg, 6 to 27 July  
2011.



54

Armand Boua

Côte d'Ivoire 1978–

*Enfant d'Abdjan*

2016

tar, acrylic and collage on canvas

signed bottom left

94 x 80 cm

ZAR 30 000 – 40 000

USD 1 980 – 2 640

GBP 1 470 – 1 960

EURO 1 770 – 2 360

PROVENANCE

Private collection, Viterbo, Italy.



55

Penny Siopis

South Africa 1953–

*Julia as a Little Girl*

2007

ink, oil and glue on paper

inscribed with the title bottom left

23 x 24.5 cm; framed size: 34 x 36 x 4 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.

Art Extra, Johannesburg.





56

Tracy Payne

South Africa 1965–

*Starburst Monk*

2007

oil and glitter on combed acrylic on canvas  
signed, dated and inscribed with the title  
and medium on the reverse  
180 x 256 x 5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

#### NOTES

*Starburst Monk* was exhibited at the artist's third exhibition, *Sacred Yang*, at Stevenson Gallery (Cape Town) in 2007. After encounters with the Shaolin monks in China, Payne was inspired by the notion of sacred yang. The exhibition showcased portraits of Zen Buddhist monks and demonstrated the paradoxical relationship between the monks' calm spirituality, and the physical strength these kung fu masters possess.

#### PROVENANCE

Private collection, Cape Town.  
Stevenson Gallery, Cape Town.

#### EXHIBITED

Stevenson Gallery, Cape Town, *Sacred Yang*, 12 July to 11 August 2007.

#### LITERATURE

Michael Stevenson Catalogue 28. (2007).  
*Tracy Payne: Sacred Yang*. Cape Town:  
Michael Stevenson, illustrated in colour  
on p.19.





57

Judith Mason

South Africa 1938–2016

Sphinx figure

1978

oil on Belgian linen

signed and dated bottom right

152 x 152 cm; framed size: 156 x 156 x cm

ZAR 60 000 – 90 000

USD 3 960 – 5 940

GBP 2 940 – 4 410

EURO 3 540 – 5 310

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PROVENANCE

Private collection, Cape Town.



58

Matthew Hindley

South Africa 1974–

*The Impossibility of  
Death in the Mind of  
Someone Living III*

2014

oil on canvas

signed, dated and inscribed with the title on  
the reverse

200 x 200 x 3 cm

ZAR 70 000 – 90 000

USD 4 620 – 5 940

GBP 3 430 – 4 410

EURO 4 130 – 5 310

PROVENANCE

Private collection, Cape Town.





59

Diane Victor

South Africa 1964–

*Leda and the African  
White Backed Vulture*  
(from the *Birth of a  
Nation* series)

2009

charcoal and sepia wash on paper

signed bottom left

91 x 137 cm; framed size: 125 x 165 x 4.5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

#### NOTES

Diane Victor made a set of etchings in an edition of 25 of the same subject. This is the original drawing on which the edition is based.

#### PROVENANCE

Private collection, Johannesburg.

Goodman Gallery, Johannesburg.

60

Raël Jero Salley

United States of America 1979–

Woman and child

2013

oil on canvas

signed and dated bottom right

110 x 32 x 2.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

PROVENANCE

Private collection, Cape Town.

EXHIBITED

Iziko South African National Gallery Annexe,  
Cape Town, *Promise*, 22 May to 21 June  
2013.

LITERATURE

Salley, R. J. (2015). *Promise*. Cape Town:  
University of Cape Town's Michaelis School  
of Fine Art & ACTSA Publishing, illustrated  
in colour on p.38. [Exhibition catalogue].



61

Joseph Eze

Nigeria 1964–

*Tribal Blue Vuitton*

2016

acrylic and collage on canvas

inscribed with the artist's name, artwork  
title and date on the reverse

106 x 94 cm

ZAR 7 000 – 10 000

USD 462 – 660

GBP 343 – 490

EURO 413 – 590

PROVENANCE

Private collection, Viterbo, Italy.





62

## Cecil Skotnes

South Africa 1926–2009

### *The Assassination of Shaka*

1973

forty-three colour woodcuts by Cecil Skotnes of which six are framed with forty-three caption texts by Stephen Gray within a beige linen-covered portfolio box each print signed, dated and inscribed with the sequence number in pencil in the margin; title page is signed by Cecil Skotnes and Stephen Gray  
number 200 from an edition of 225 + 25AP  
plate size: 44 x 27.5 cm; sheet size: 50 x 33 cm each; framed size: 64 x 47 x 2.5 cm (six)

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

#### NOTES

*The Assassination of Shaka* portfolio is made up of 43 colour woodcuts, each print paired with a passage from the epic poem about Shaka's life (1797-1828) by poet Stephen Gray. Inspired by E. A. Ritter's biography, *Shaka Zulu: The Rise of the Zulu Empire* originally written in 1955, Skotnes masterfully illustrated the Zulu leader with great power and sensitivity. "We did an enormous amount of research, and actually travelled the route from Shaka's birthplace to his Great Kraal", noted Skotnes who worked on the project for almost 15 months. On 20 October 1973, the portfolio was exhibited at Goodman Gallery in Johannesburg. All 225 copies of the portfolio sold out at the opening night of the exhibition, and a year later, McGraw-Hill published the portfolio as a standard book.

[1] Harmsen, F. (ed.). (1996). Cecil Skotnes. Cape Town: Published privately. p.33

#### Framed woodcuts:

Sequence number 8: *Shaka Kills the Giant*

Sequence number 13: *Shaka Sworn in Head of the Zulu Clan*

Sequence number 18: *Shaka Defeats Matiwane*

Sequence number 21: *Shaka the King*

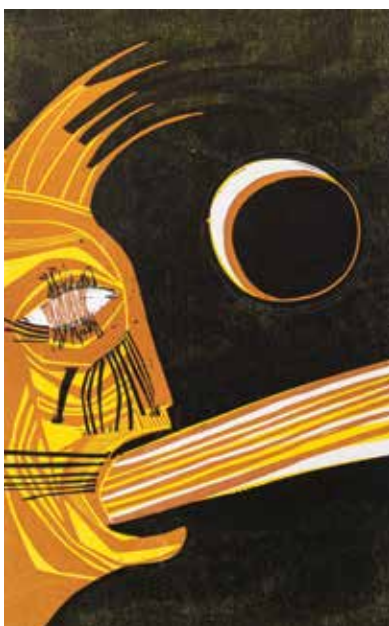
Sequence number 23: *Shaka Spits out a Solar Eclipse*

Sequence number 37: *Shaka Sends a Delegation to George IV*

#### PROVENANCE

Private collection, Cape Town.

Stephan Welz & Co., *Decorative and Fine Art*, 2 October to 3 October 2012, lot 503.







63

Cecil Skotnes

South Africa 1926–2009

*Two Reclining Figures*

carved, incised, and painted wood panel

adhered to a masonite backing board

signed bottom right

40.5 x 48 x 1.5 cm excluding board; 56 x

63.5 x 2 cm including board

ZAR 70 000 – 100 000

USD 4 620 – 6 600

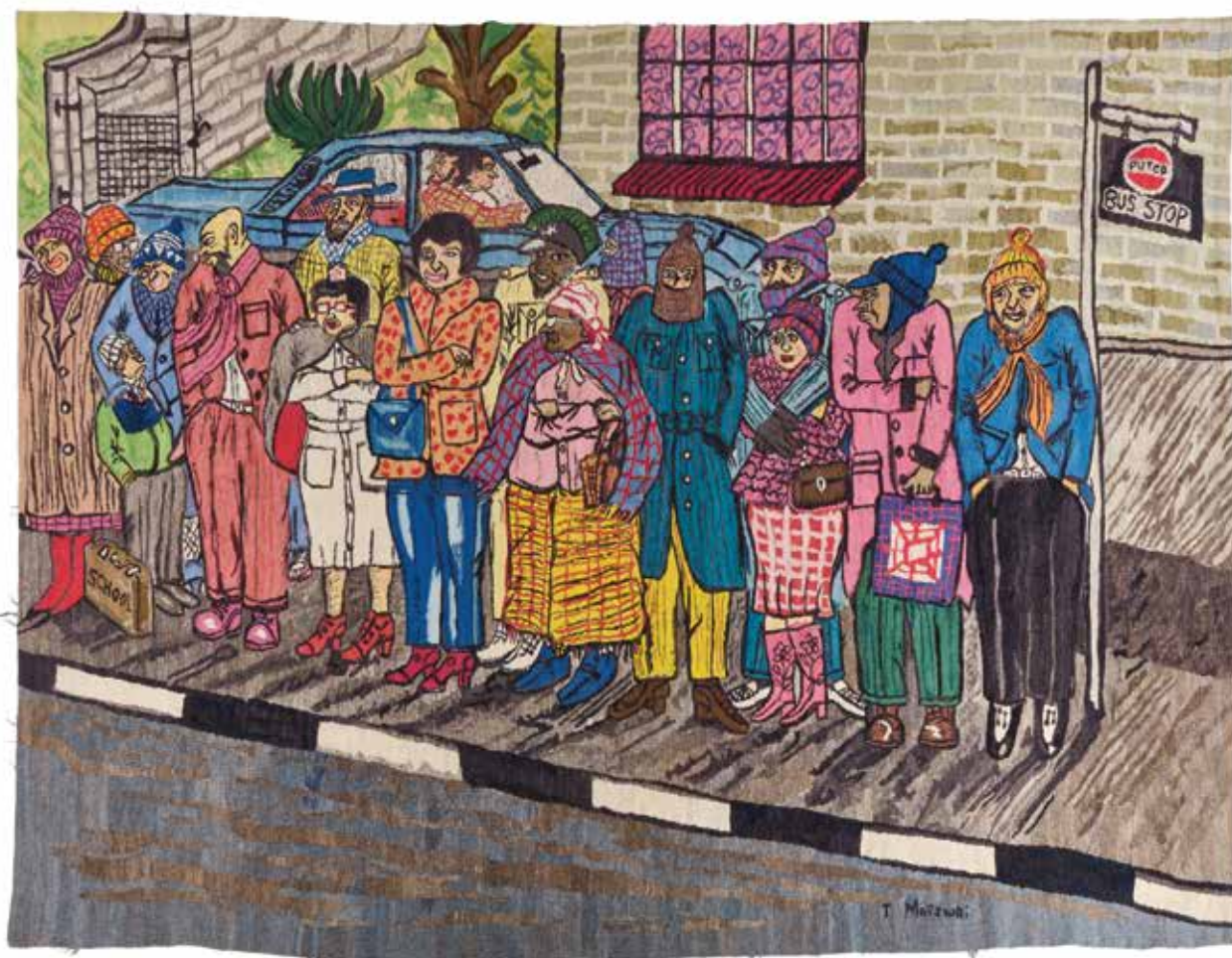
GBP 3 430 – 4 900

EURO 4 130 – 5 900

PROVENANCE

Private collection, Pretoria.





64

Tommy Motswai and the  
Marguerite Stephens Tapestry  
Studio

South Africa 1963–

*The Bus Stop*

1992

wool tapestry

signed bottom right; dated, numbered 1/3  
and inscribed with the artist and weavers'  
names and the title on a label on the  
reverse

228 x 298 cm

ZAR 50 000 – 80 000

USD 3 300 – 5 280

GBP 2 450 – 3 920

EURO 2 950 – 4 720

NOTES

Woven by the Marguerite Stephens  
Tapestry Studio Weavers, Margret Zulu,  
Talith Lephundu and June Xaba.

PROVENANCE

Private collection, Johannesburg.









65

Lizette Chirime

Mozambique 1973–

Untitled

fabric collage on canvas

166 x 144 x 4 cm

ZAR 60 000 – 80 000

USD 3 960 – 5 280

GBP 2 940 – 3 920

EURO 3 540 – 4 720

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PROVENANCE

Private collection, Cape Town.



66

Mongezi Ncaphayi

South Africa 1983–

Abstract composition

2018

gouache and tape on paper

signed and dated on the reverse

108 x 160 cm; framed size: 159 x 118 x 5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

#### NOTES

In 2018, Mongezi Ncaphayi presented a solo exhibition at the 1:54 Contemporary African Art Fair in London. That same year, he was also the artist in residence at Mixit Print Studio in Boston, USA and the Atelier Le Grand Village in Angoulême, France.

#### PROVENANCE

Private collection, Johannesburg.





67

Kevin Atkinson

South Africa 1939–2007

*Kalahari Sunrise*

1986

oil on canvas with marble dust  
signed and dated bottom right; signed,  
dated and inscribed with the title on the  
reverse

176.5 x 231.5 cm;

framed size: 177.5 x 232.5 x 4.5 cm

ZAR 25 000 – 35 000

USD 1 650 – 2 310

GBP 1 225 – 1 715

EURO 1 475 – 2 065

#### PROVENANCE

Private collection, Johannesburg.

#### NOTES

Kevin Atkinson is a major figure in the story of South African art, art history and art education. He was born in Cape Town and, apart from short and frequent sojourns abroad, was based in the city for his entire career. He studied at the Michaelis School of Fine Art, where he became a legendary teacher, inspiring generations of artists, including Lisa Brice, Marlene Dumas (LOT 51) and Kate Gottgens amongst others. He fully engaged his South African context, but he was also a confirmed internationalist, who responded intelligently to the plurality

of ideas and styles that characterised international contemporary art from the mid-1940s. Atkinson admired, met and maintained contact with artist-philosophers Marcel Duchamp and Joseph Beuys, as well as with eminent writers such as Jack Burnham. His remarkable output, which encompasses painting, drawing, print-making, sculpture, environments and performance, is the expression of an artist who, in his own words, was “in time, on time, all the time”<sup>1</sup>.

<sup>1</sup> Marilyn Martin (2022), Kevin Atkinson. Exhibition pamphlet. Investec Cape Town Art Fair, SMAC Gallery.



68

Kevin Atkinson

South Africa 1939–2007

*Re-Entry*

1986

oil on canvas with marble dust  
signed and dated bottom right; signed,  
dated and inscribed with the title on the  
reverse

176.5 x 232 cm;

framed size: 178 x 234 x 5 cm

ZAR 25 000 – 35 000

USD 1 650 – 2 310

GBP 1 225 – 1 715

EURO 1 475 – 2 065

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PROVENANCE

Private collection, Johannesburg.





69

Hennie Niemann Jnr

South Africa 1972–

*Sunday Afternoon*

2019

oil on Belgian linen

signed and dated bottom right; signed,  
dated and inscribed with the title on the  
reverse

110 x 100 cm;

framed size: 137 x 127 x 6.5 cm

ZAR 200 000 – 300 000

USD 13 200 – 19 800

GBP 9 800 – 14 700

EURO 11 800 – 17 700

PROVENANCE

Private collection, Pretoria.

70

Hennie Niemann Jnr

South Africa 1972–

*The Red Dress*

2020

oil on Belgian linen

signed bottom right; dated, numbered 1/3  
and inscribed with the artist and weavers'  
names and the title on a label on the  
reverse

100 x 60 cm; framed size: 118 x 77.5 x 7 cm

ZAR 150 000 – 200 000

USD 9 900 – 13 200

GBP 7 350 – 9 800

EURO 8 850 – 11 800

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PROVENANCE

Private collection, Pretoria.







71

Eleanor Esmonde-White

South Africa 1914–2007

Seated nude

oil on canvas

signed top right

41 x 31 cm; framed size: 65.5 x 55.5 x 5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

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PROVENANCE

Private collection, Cape Town.

72

Andrew Verster

South Africa 1937–2020

*Bandhini series 38*

2001

oil on canvas

signed bottom right; inscribed with the

artist's name, artwork date and series

number on the reverse

70 x 70 x 2.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

#### NOTES

Andrew Verster was inspired by the Indian technique of dyeing fabric with patterns made of tiny dots using a tie and dye process. This technique is called 'bandhini', and literally translates to 'tiny knotting', 'bandh' meaning 'knotting', and 'ni' meaning 'tiny'. Today, mass-produced bandhini fabric is machine printed.

#### PROVENANCE

Private collection, Stellenbosch.



73

Andrew Verster

South Africa 1937–2020

*Bandhini series 35*

2001

oil on canvas

signed bottom right; inscribed with the

artist's name, artwork date and series

number and inscribed with the artist's name,

artwork title, medium and dimensions on a

Goodman Gallery label on the reverse

70 x 70 x 2.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

#### PROVENANCE

Private collection, Stellenbosch.

Goodman Gallery, Johannesburg.





74

Andrew Verster

South Africa 1937–2020

*The Scream*

1967

acrylic on board

signed and dated bottom right

60 x 60 cm; framed size: 67 x 67 x 2.5 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770

PROVENANCE

Private collection, Cape Town.



75

Andrew Verster

South Africa 1937–2020

*Leaves in a jar*

1986

acrylic on canvas

signed and dated bottom right

101 x 75.5 cm; framed size: 104 x 78 x 3 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

PROVENANCE

Private collection, Cape Town.



76

Judith Mason

South Africa 1938–2016

*Priest (Schoeman)*

1995

pencil on paper

signed, dated and inscribed with the title  
bottom right; Strydom Gallery sticker on the  
reverse

95 x 68 cm; framed size: 114.5 x 85 x 2 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770

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PROVENANCE

Private collection, Cape Town.

Strydom Gallery, George.



77

Judith Mason

South Africa 1938–2016

*Self Portrait with Flying  
Birds*

pencil and collage on paper

signed and inscribed with the title bottom  
right

69 x 49 cm; framed size: 87 x 66 x 1 cm

ZAR 20 000 – 30 000

USD 1 320 – 1 980

GBP 980 – 1 470

EURO 1 180 – 1 770

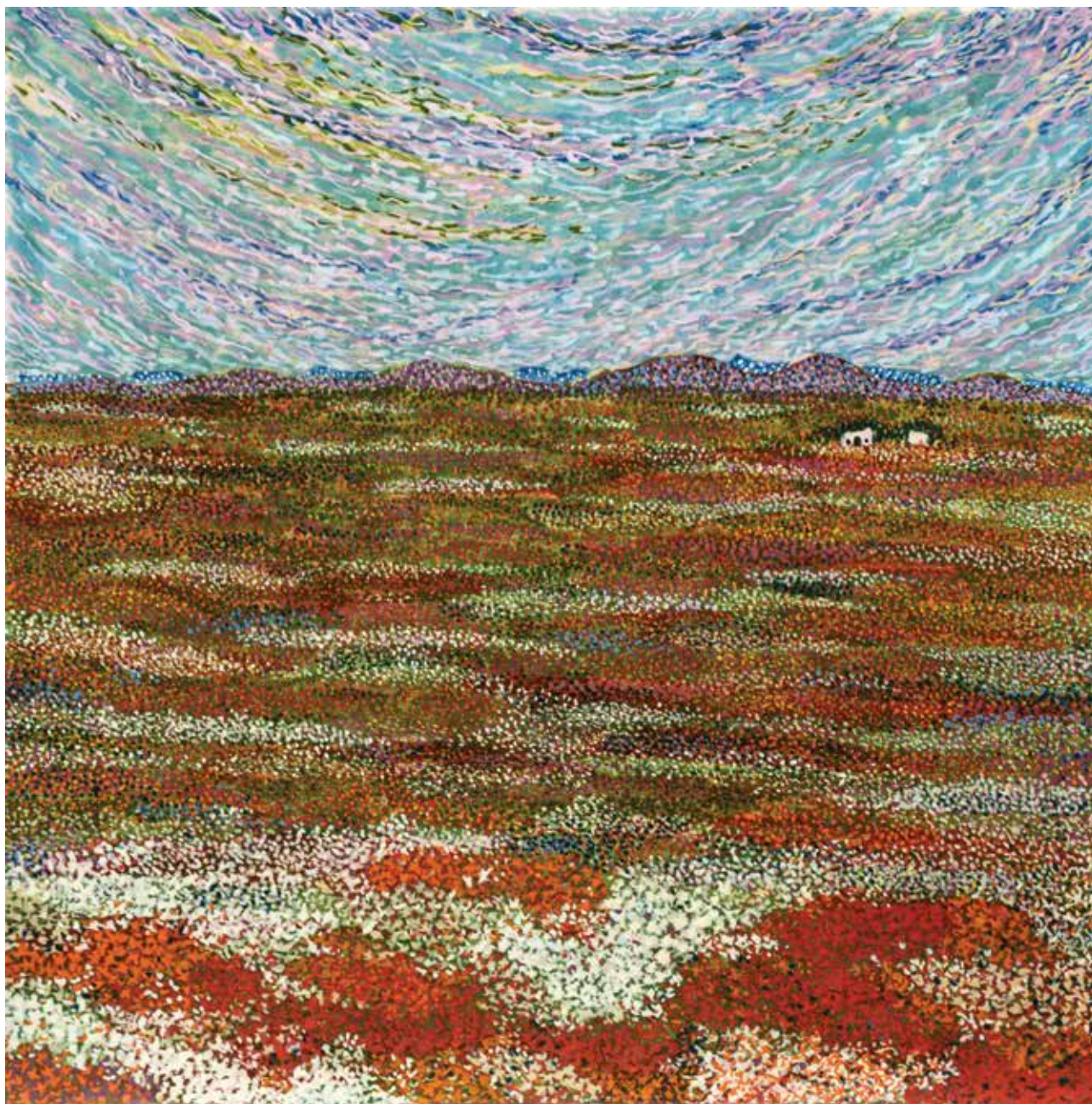
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PROVENANCE

Private collection, Cape Town.







78

Esias Bosch

South Africa 1923–2010

*Namaqualand daisies in  
bloom*

hand-painted and glazed ceramic tile  
123 x 123 x 5 cm

ZAR 250 000 – 350 000

USD 16 500 – 23 100

GBP 12 250 – 17 150

EURO 14 750 – 20 650

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PROVENANCE

Private collection, Johannesburg.









79

Walter Whall Battiss

South Africa 1906–1982

Village scene with rider

oil on canvas

signed bottom right; inscribed with the  
artist's name, title and medium on a Johans  
Borman Fine Art label on the reverse

27 x 41.5 cm; framed size: 42.5 x 57 x 6 cm

ZAR 130 000 – 180 000

USD 8 580 – 11 880

GBP 6 370 – 8 820

EURO 7 670 – 10 620

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PROVENANCE

Private collection, Ireland.

Private collection, Cape Town.

Johans Borman Fine Art, Cape Town.









80

Gregoire Boonzaier

South Africa 1909–2005

*Dennebome en Moskee,  
Kenilworth*

1979

oil on canvas

signed and dated bottom right; inscribed  
with the title, "Dennebome, Kenilworth,  
Winter" and the original selling price on  
the reverse

51 x 41 cm;

framed size: 76.5 x 66.5 x 3.5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

PROVENANCE

Private collection, Cape Town.



81

François Krige

South Africa 1913–1994

Proteas

1984

oil on board

signed and dated bottom right

53.5 x 44.5 cm; framed size: 77 x 68 x 4 cm

ZAR 100 000 – 150 000

USD 6 600 – 9 900

GBP 4 900 – 7 350

EURO 5 900 – 8 850

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PROVENANCE

Private collection, Pretoria.

5th Avenue Auctioneers, Johannesburg, 13

May 2012, lot 187.





82

Henry Symonds

South Africa 1949–

Still life with tiger lily

1989

oil on canvas

signed bottom left

155 x 148 cm; framed size: 158 x 152 x 4 cm

ZAR 60 000 – 80 000

USD 3 960 – 5 280

GBP 2 940 – 3 920

EURO 3 540 – 4 720

PROVENANCE

Private collection, Cape Town.

83

Cecily Sash

South Africa 1925–2019

Still life with coffee pot  
and cup

1955

oil on board

signed and dated top right

30 x 61 cm; framed size: 64 x 33.5 x 4 cm

ZAR 30 000 – 40 000

USD 1 980 – 2 640

GBP 1 470 – 1 960

EURO 1 770 – 2 360

PROVENANCE

Private collection, Cape Town.







84

Braam Kruger

South Africa 1950–2008

Landscape with nude

1978

oil on canvas

signed and dated bottom left

90 x 122.5 cm;

framed size: 98.5 x 130.5 x 4.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

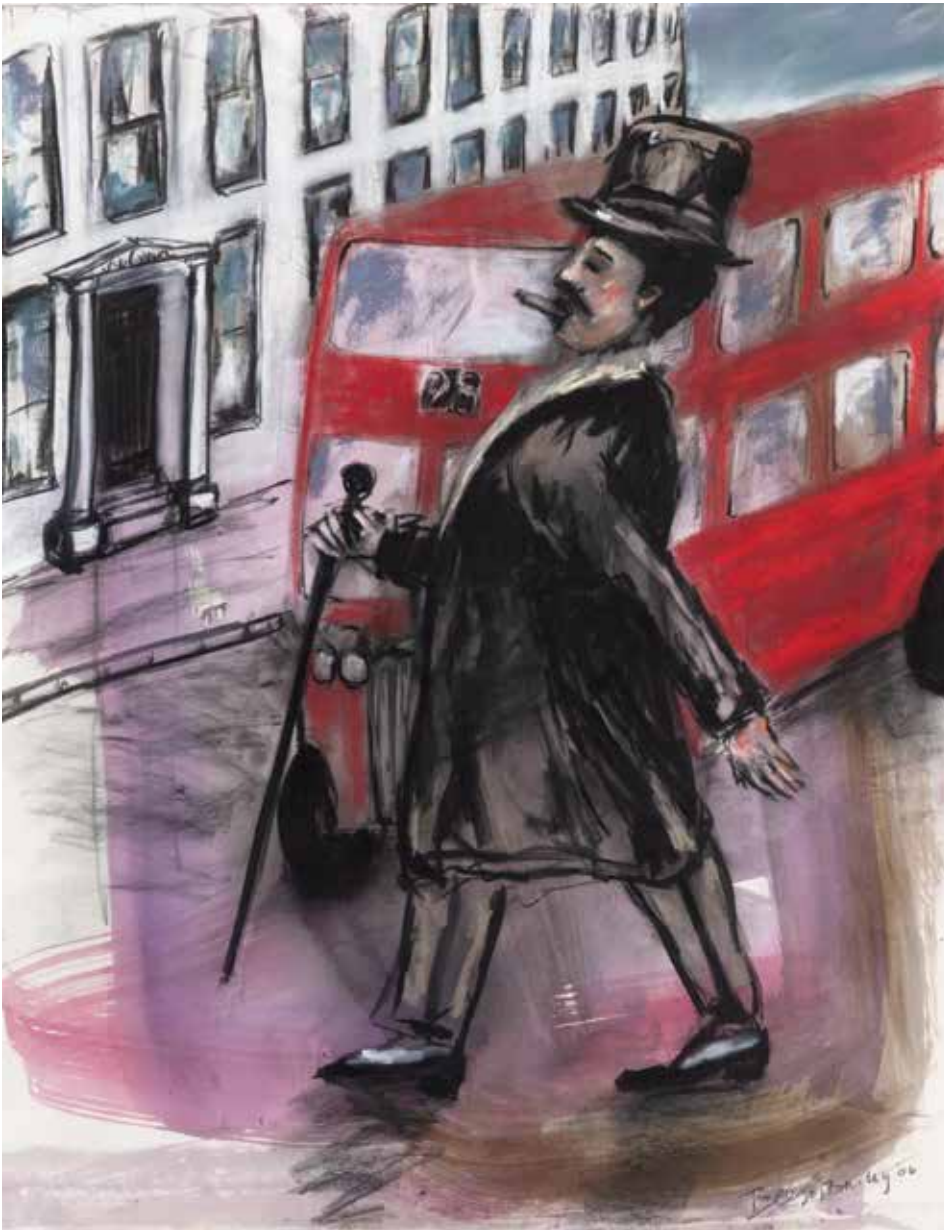
GBP 1 470 – 2 450

EURO 1 770 – 2 950

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PROVENANCE

Private collection, Stellenbosch.



85

Beezy Bailey

South Africa 1962–

*London Crossing*

2006

charcoal, pastel and watercolour on paper  
signed and dated bottom right; inscribed  
with the title and inscribed with the artist's  
name, artwork title, medium and dimensions  
on an Everard Read Gallery label on the  
reverse

136 x 110 cm;

framed size: 153 x 124 x 4.5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

PROVENANCE

Private collection, Cape Town.

Everard Read, Cape Town.



86

Maurice van Essche

South Africa 1906–1977

Water carriers

oil on board

signed bottom left

49.5 x 26.5 cm;

framed size: 67.5 x 44.5 x 3 cm

ZAR 60 000 – 90 000

USD 3 960 – 5 940

GBP 2 940 – 4 410

EURO 3 540 – 5 310

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PROVENANCE

Private collection, Cape Town.





87

Maurice van Essche

South Africa 1906–1977

*Congolese group beside  
a lake, sunset*

oil on canvas

signed bottom right; inscribed with the  
artist's name and title on a sticker on the  
reverse

64 x 76.5 cm; framed size: 89.5 x 101 x 6 cm

ZAR 100 000 – 150 000

USD 6 600 – 9 900

GBP 4 900 – 7 350

EURO 5 900 – 8 850

PROVENANCE

Private collection, Cape Town.



88

Frédéric Bruly Bouabré

Ivory Coast 1923–2014

*Kamina et Zakro Legend  
Betè* (suite of 42 works)

2012

ink and wax crayon on cardboard  
each inscribed along the edge; each  
inscribed with the artist's name, artwork  
date and order number respectively on the  
reverse

15 x 19 cm each

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

#### PROVENANCE

Private collection, Viterbo, Italy.

#### LITERATURE

Magin, A., De Lima Greene, A. (2005).  
*African Art Now*. London: Merrell; similar  
examples illustrated on pp.75–77.





89

Pilipili Mulongoy

Congo 1914–2007

*In the Forest*

1995

acrylic and ink on canvas

signed bottom right

68 x 85 cm

ZAR 60 000 – 80 000

USD 3 960 – 5 280

GBP 2 940 – 3 920

EURO 3 540 – 4 720

#### NOTES

The 2015 blockbuster exhibition *Beauté Congo*, hosted by Fondation Cartier in Paris brought to the fore the generation of artists now considered icons of modern Congolese art. Many of them trained at *Atelier de hangar*. The workshop, established by French artist Pierre Romain-Desfossés who moved there following WWII, would be where artists like Pilipili Mulongoy developed the distinctive style and intricate iconography for which he is recognised today.

#### PROVENANCE

Private collection, Viterbo, Italy.





90

Tony Nkotsi

South Africa 1955–

*Celebrations at Nelson  
Mandela's Release*

1990

acrylic, glue/resin and canvas collage on  
canvas

signed bottom right; dated and inscribed  
with the artist's name and title on the  
reverse

185.5 x 240.5 x 5.5 cm

ZAR 30 000 – 50 000

USD 1 980 – 3 300

GBP 1 470 – 2 450

EURO 1 770 – 2 950

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PROVENANCE

Private collection, Johannesburg.



91

Chabani Cyril Manganye

South Africa 1959–

*The Battle*

1988

oil on unstretched canvas adhered to canvas  
signed and dated bottom left; dated and  
inscribed with the artist's name and title on  
the reverse

177 x 220 x 4.5 cm

ZAR 50 000 – 80 000

USD 3 300 – 5 280

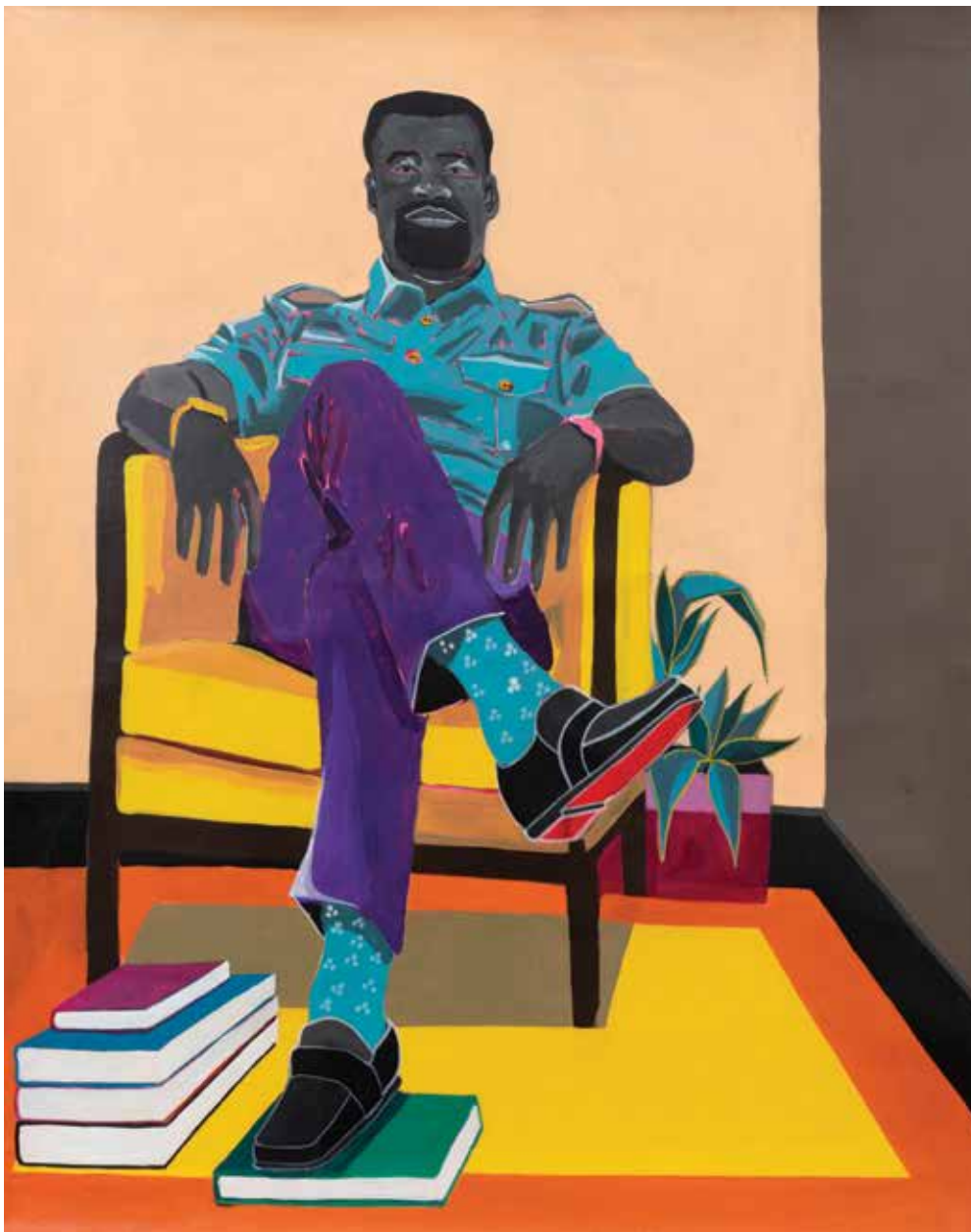
GBP 2 450 – 3 920

EURO 2 950 – 4 720

PROVENANCE

Private collection, Johannesburg.





92

Adolf Tega

Zimbabwe 1985–

*Culture in the Room*

2020

acrylic on Belgian linen

inscribed with the artist's name and artwork

date on the reverse

100 x 80 x 5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

#### NOTES

Adolf Tega began painting at ten years old and studied Fine Arts at the National Gallery of Zimbabwe. A year after completing his studies in 2006, he moved to Cape Town and joined Good Hope Art Studios. His first solo exhibition, *Africa Without Borders*, took place at the AVA in Cape Town in 2012 and was reimagined in 2019 at Gallery Momo in Cape Town. He was also selected for the 2019 Nando's Creative Exchange and worked alongside other young South African artists on a group show titled *Home*. An up and coming artist, Tega's work is already held in important institutional and private collections including the University of Cape Town's archive and The Spier Art Collection.

#### PROVENANCE

Private collection, Viterbo, Italy.



93

Adolf Tega

Zimbabwe 1985–

*GrandMa*

2020

acrylic on Belgian linen

inscribed with the artist's name and artwork

date on the reverse

100 x 80 x 5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

PROVENANCE

Private collection, Viterbo, Italy.



94

Sam Nhlengethwa

South Africa 1955–

*Inspired by the upright  
bass*

2007

oil and collage on canvas  
signed and dated bottom right  
130 x 180.5 x 3 cm

ZAR 120 000 – 160 000

USD 7 920 – 10 560

GBP 5 880 – 7 840

EURO 7 080 – 9 440

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PROVENANCE

Private collection, Cape Town.

Obert Contemporary, Johannesburg.

One of South Africa's favourite contemporary artists, Sam Nhlengethwa composed this monumental work around the upright bass – his favourite musical instrument.

The spotlight shines directly onto the large string instrument, illuminating it against the moody blue background, while the grand piano recedes into the shadows on the left. The musician – who is in fact a street musician, a guitarist, selected by the artist because he liked his pose – is intensely focused on each note he plays<sup>1</sup>.

Nhlengethwa's work is largely figurative. He often uses collage, incorporating ready-made elements into his paintings and explores themes close to his heart, including human social interaction and the physical space of contemporary Africa. Jazz is, however, a much favoured subject.

"I don't think I could be who I am, what I'm doing in the art world, if there was no jazz" stated Nhlengethwa. Music is a daily inspiration for the artist, who maintains that his, "life belongs to the jazz". He started listening to musicians including Miles Davis and Sua Ra with his two older brothers when he was young and today has over 4,000 vinyls in his collection<sup>2</sup>.

A major survey exhibition of the artist's work, titled *Life, Jazz and Lots of Other Things*, was hosted by SCAD Museum of Art in Savannah, Georgia in 2014. In 2020, Nhlengethwa presented an installation based work *My Grundig Lounge* at the Rupert Museum in Stellenbosch. The installation featured furniture (including a grand piano – a recurring image in his work) and personal items from his private life, alongside his entire vinyl collection. Amongst numerous prestigious accolades and exhibitions, he was awarded the Standard Bank Young Artist of the Year award in 1994 and in 1995 his work was included in the Whitechapel Gallery's *Seven Stories About Modern Art in Africa* in London.

Sarah Sinisi

<sup>1</sup> Email from the artist to Sarah Sinisi, 14 February 2022.

<sup>2</sup> Oberholzer, S. (2021, August 6). Sam Nhlengethwa draws inspiration from jazz in his latest international exhibition. *Sowetan Live*, S Mag. Retrieved from <https://www.sowetanlive.co.za/s-mag/2021-08-06-sam-nhlengethwa-draws-inspiration-from-jazz-in-his-latest-international-exhibition/>.







95

Sam Nhlengethwa

South Africa 1955–

Guitarist

2008

oil and collage on canvas  
signed and dated bottom right  
61 x 91.5 x 3.5 cm

ZAR 60 000 – 90 000

USD 3 960 – 5 940

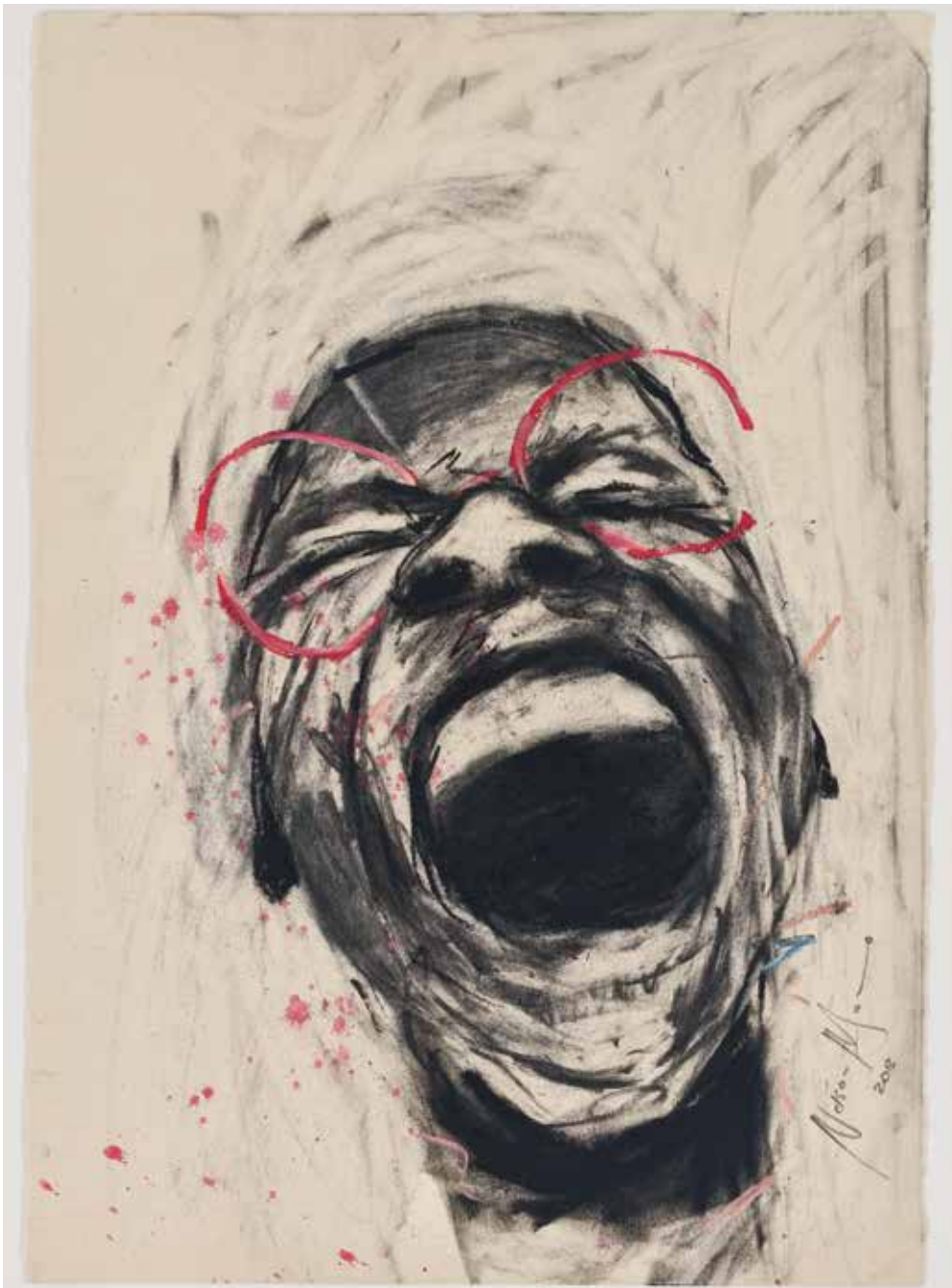
GBP 2 940 – 4 410

EURO 3 540 – 5 310

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PROVENANCE

Private collection, Johannesburg.



96

Nelson Makamo

South Africa 1982–

Boy with red glasses

2013

charcoal and pastel on paper

signed and dated bottom right

49.5 x 35 cm; framed size: 70 x 54 x 4.5 cm

ZAR 100 000 – 150 000

USD 6 600 – 9 900

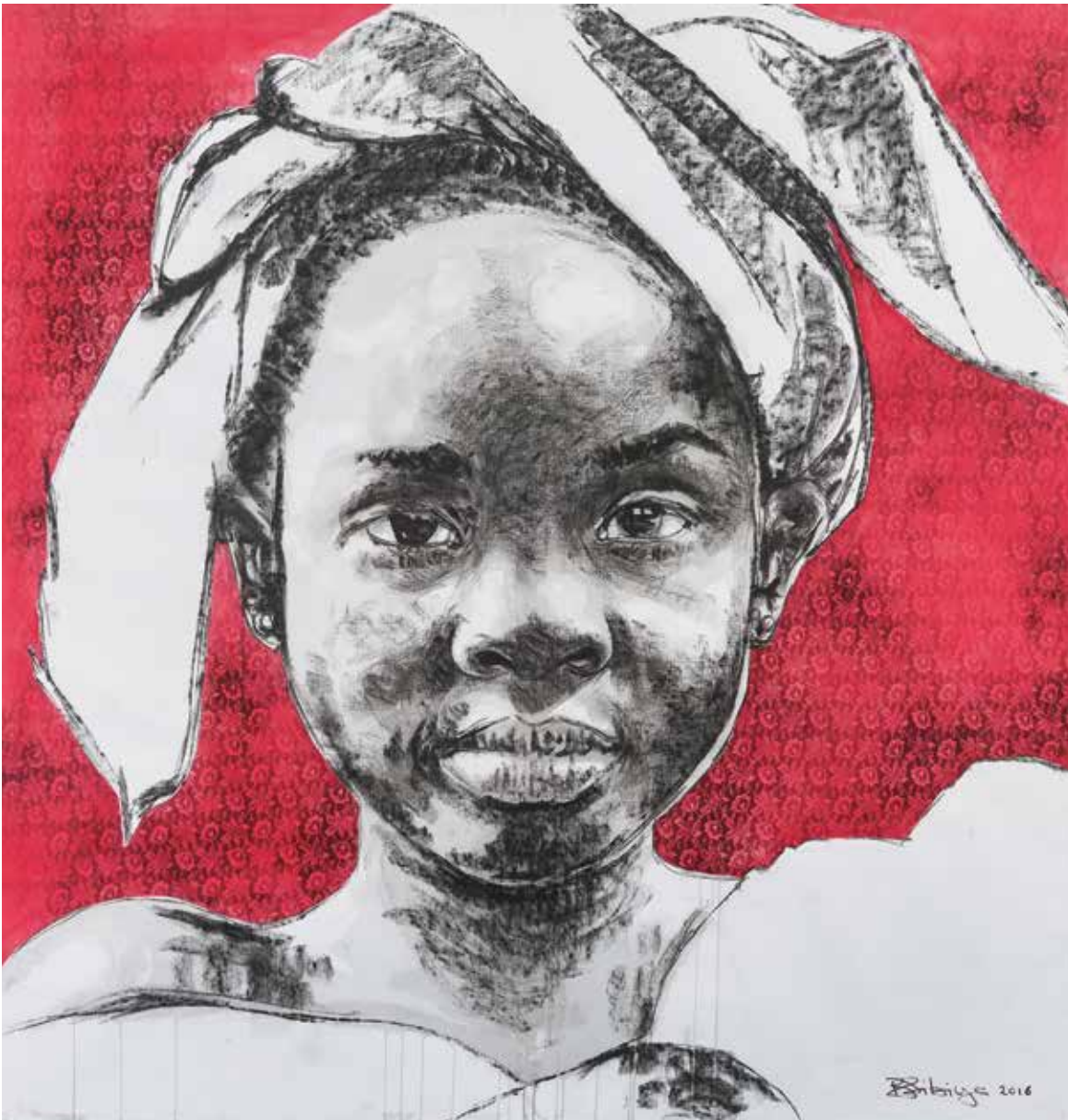
GBP 4 900 – 7 350

EURO 5 900 – 8 850

PROVENANCE

Private collection, Johannesburg.





97

Bambo Sibiya

South Africa 1986–

*Young girl*

2016

acrylic and charcoal on canvas

signed and dated bottom right

160 x 159 cm;

framed size: 182.5 x 180 x 5 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

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PROVENANCE

Private collection, Johannesburg.



98

Bambo Sibiya

South Africa 1986–

*Mineworkers*

acrylic and charcoal on canvas

signed bottom right

134 x 210 cm

ZAR 80 000 – 120 000

USD 5 280 – 7 920

GBP 3 920 – 5 880

EURO 4 720 – 7 080

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PROVENANCE

Private collection, Johannesburg.





99

Misheck Masamvu

Zimbabwe 1980–

*Bottoms Up*

2015

oil on canvas  
dated bottom right  
159 x 136 x 3 cm

ZAR 250 000 – 350 000

USD 16 500 – 23 100

GBP 12 250 – 17 150

EURO 14 750 – 20 650

#### NOTES

A social activist, Misheck Masamvu portrays discourses and scenes of contemporary Zimbabwe. Working with oil on canvas, Masamvu destabilises the subject through his dynamic paint application and bold colouring. The mixture of light-heartedness and dark humour with the guidance of simple, sharp titles illustrates the dichotomy and uncertainty of what it means to him to be Zimbabwean. Trained in traditional painting at the Atelier Delta and Kunste Akademie in Munich, he conveys the contradictory feelings associated with his home country through an abstracted neo-expressionist style he developed post-university. His many accolades include representing Zimbabwe at the 54th Venice Biennale in 2011, the São Tomé

Biennale and the 2016 São Paulo Biennale.

Misheck Masamvu's works have featured in three major Zeitz MOCAA group exhibitions: *All things being equal...* in 2017, *Five Bhobh – Painting at the End of an Era* in 2018-2019 and the Artists in Dialogue series, *Two Together* in 2019. Additionally, he presented solo exhibitions *Still / Still* at Goodman Gallery, Cape Town in 2016; *Epitaph* at blank projects, Cape Town in 2012 and *A Naked Mind I* at the National Gallery of Zimbabwe in Bulawayo in 2002.

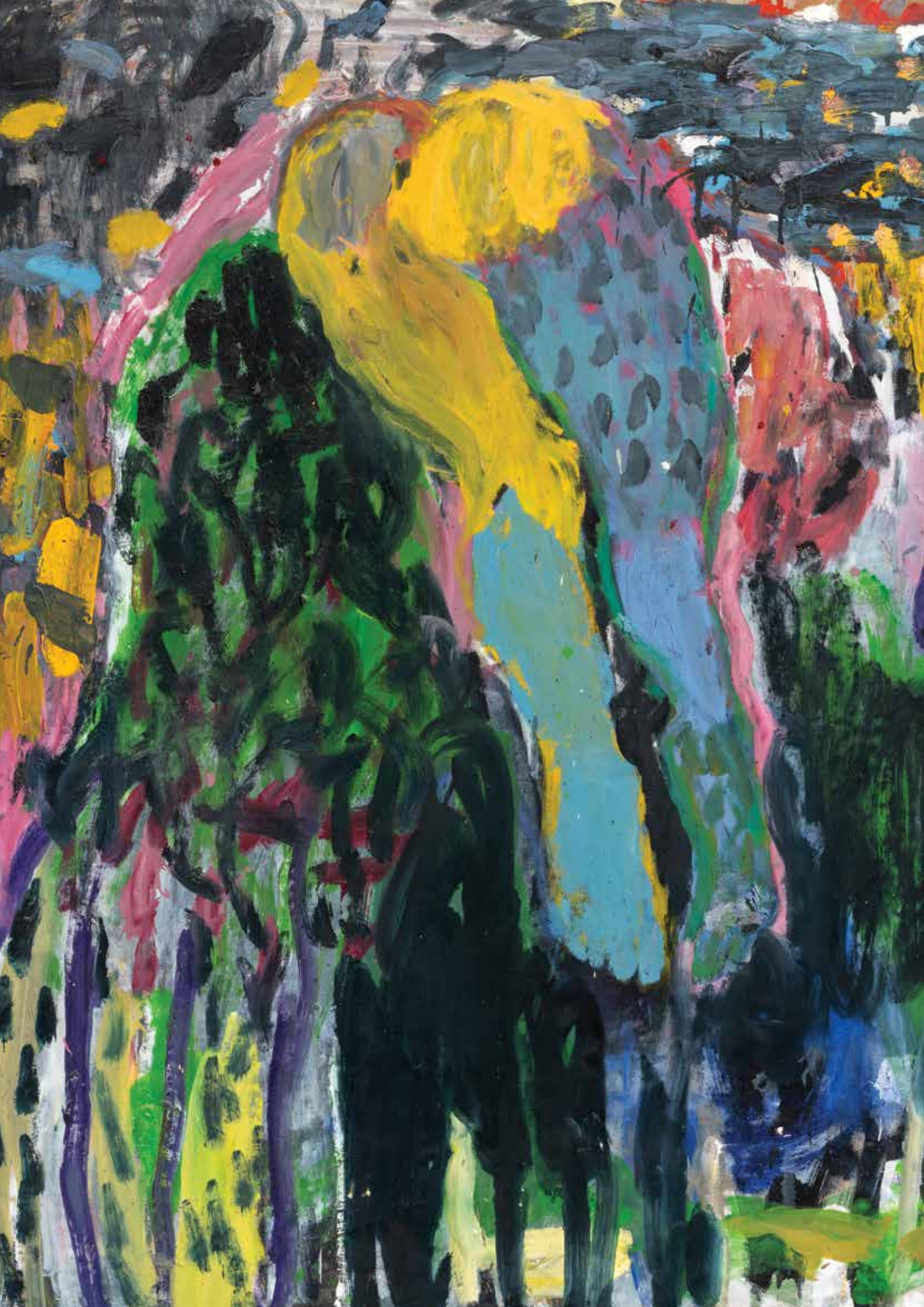
#### PROVENANCE

Private collection, Cape Town.

#### EXHIBITED

Goodman Gallery at 1-54 Contemporary African Art Fair 2016, New York.









100

Arim Andrew

Uganda 1989–

*Belaire here, Belaire there*

2018

oil on canvas

signed and dated on the reverse

99 x 120 cm; framed size: 104 x 124.5 x 5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

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PROVENANCE

Private collection, Johannesburg.

EXHIBITED

Art X Lagos, Lagos, AfriArt Gallery booth, 2  
to 3 November 2019

101

Zemba Luzamba

Democratic Republic of the Congo 1973–

< *Swag* >

2019

oil on canvas

signed and dated bottom right; signed,  
dated and inscribed with the title on the  
reverse

130 x 90 cm

ZAR 70 000 – 100 000

USD 4 620 – 6 600

GBP 3 430 – 4 900

EURO 4 130 – 5 900

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PROVENANCE

Private collection, Johannesburg.







102

Roger Botembe Mimbayi

Democratic Republic of Congo 1959–2019

*Dialogue*

2007

oil on canvas

inscribed with the title on the reverse;

inscribed with the artist's name, date, the title and medium on a Gallery MOMO label on the reverse

179 x 159 cm; framed size: 184 x 164 x 4 cm

ZAR 50 000 – 80 000

USD 3 300 – 5 280

GBP 2 450 – 3 920

EURO 2 950 – 4 720

#### NOTES

Roger Botembe Mimbayi was a Congolese painter, sculptor and muralist who developed a unique style based on signs and symbols found in traditional African masks and sculptures. In addition to earning numerous accolades as a practising artist, Botembe's educational endeavours – following his graduation from the Beaux Arts in Brussels – led him to head up the Arts-Plastique section at Kinshasa's Académie des Beaux-Arts. He later went on to open his own school of contemporary African art, Les Ateliers Botembe. The artist was presented the Award of Excellence from the City of Brussels and a Gold Medal from the Belgian Government for his outstanding work in the arts.

#### PROVENANCE

Private collection, Johannesburg.  
Gallery MOMO, Johannesburg.





103

Dan Rakgoathe

South Africa 1937–2004

*Soul Sanctuary Parade*

2007

oil, ink and collage on canvas

signed bottom right; inscribed with the

artist's name and the title on an Everard

Read Gallery label on the reverse

44 x 60 cm; framed size: 66.5 x 81 x 3.5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

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PROVENANCE

Private collection, Johannesburg.

Russel Kaplan Auctioneers, Johannesburg.

Everard Read Gallery, Johannesburg.





104

Ayanda Mabulu

South Africa 1981–

*Woza December*

2010

oil on canvas

signed and dated bottom right; signed,  
dated and inscribed with the title and  
medium on the reverse

90 x 70 x 4 cm

ZAR 40 000 – 60 000

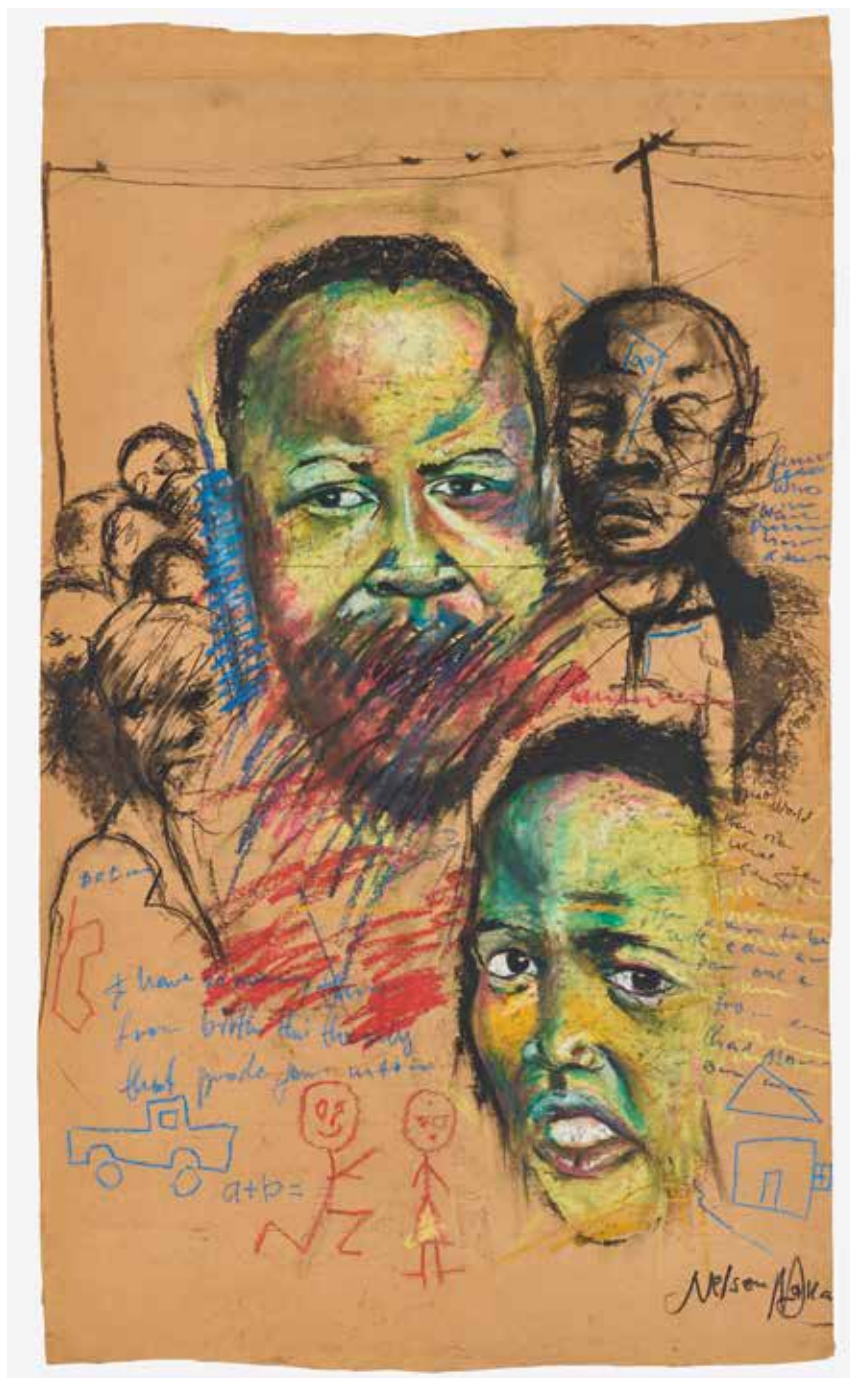
USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Cape Town.



105

Nelson Makamo

South Africa 1982–

*Three figures* (recto); *car and spheres* (verso)

charcoal and pastel on paper  
recto signed bottom right  
103.5 x 60.5 cm;  
framed size: 117 x 75 x 3.5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Johannesburg.







106

Joseph (Cheri Cherin) Kinkonda

Democratic Republic of Congo 1955–

*La liberation de la  
Conscience Creatrice  
Emprisonnee*

2019

acrylic on canvas  
signed and dated bottom right  
103 x 88 cm

ZAR 30 000 – 40 000

USD 1 980 – 2 640

GBP 1 470 – 1 960

EURO 1 770 – 2 360

#### NOTES

In 1978, the ground-breaking exhibition in Kinshasa, Art Partout, revealed to the world the 'popular painters' of the Congo. Chéri Chérin (LOT 106) and Moké (LOT 107) took stylistic cues from their immediate urban environment to create paintings easily recognised by their audience; reflective of collective memory and social and political events.

#### PROVENANCE

Private collection, Viterbo, Italy.



107

Monsengwo Kejwamfi (Moké)

Democratic Republic Of Congo 1950–2001

*Traffic Illegal*

2001

oil on canvas

signed and dated bottom right

139 x 173 x 5 cm

ZAR 40 000 – 60 000

USD 2 640 – 3 960

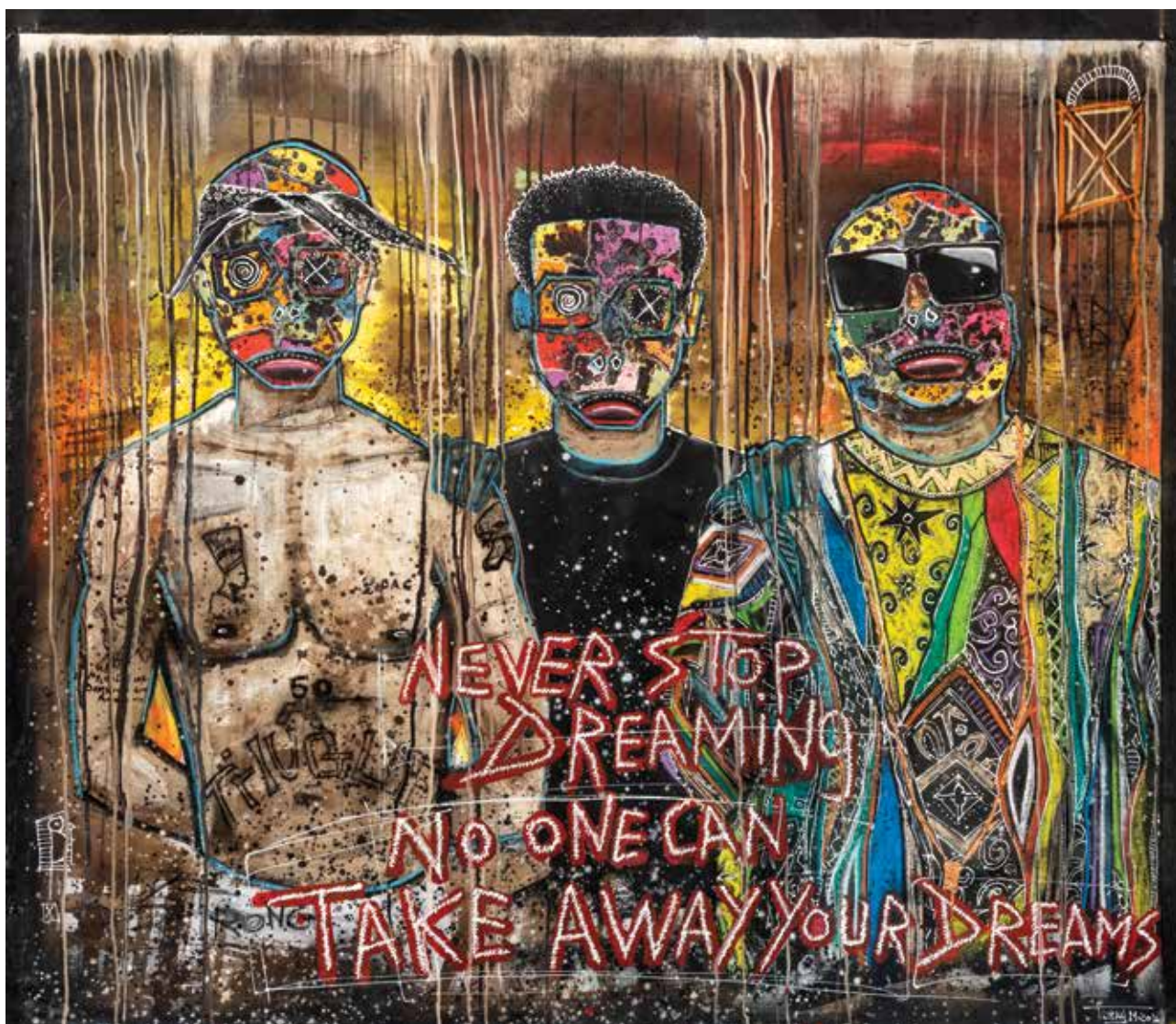
GBP 1 960 – 2 940

EURO 2 360 – 3 540

PROVENANCE

Private collection, Viterbo, Italy.





108

Médéric Turay

Ivory Coast 1979–

*Never Stop Dreaming No  
One Can Take Away Your  
Dreams*

2016

acrylic, glitter and collage on canvas

signed and dated bottom right

130 x 150.5 x 5 cm

ZAR 30 000 – 40 000

USD 1 980 – 2 640

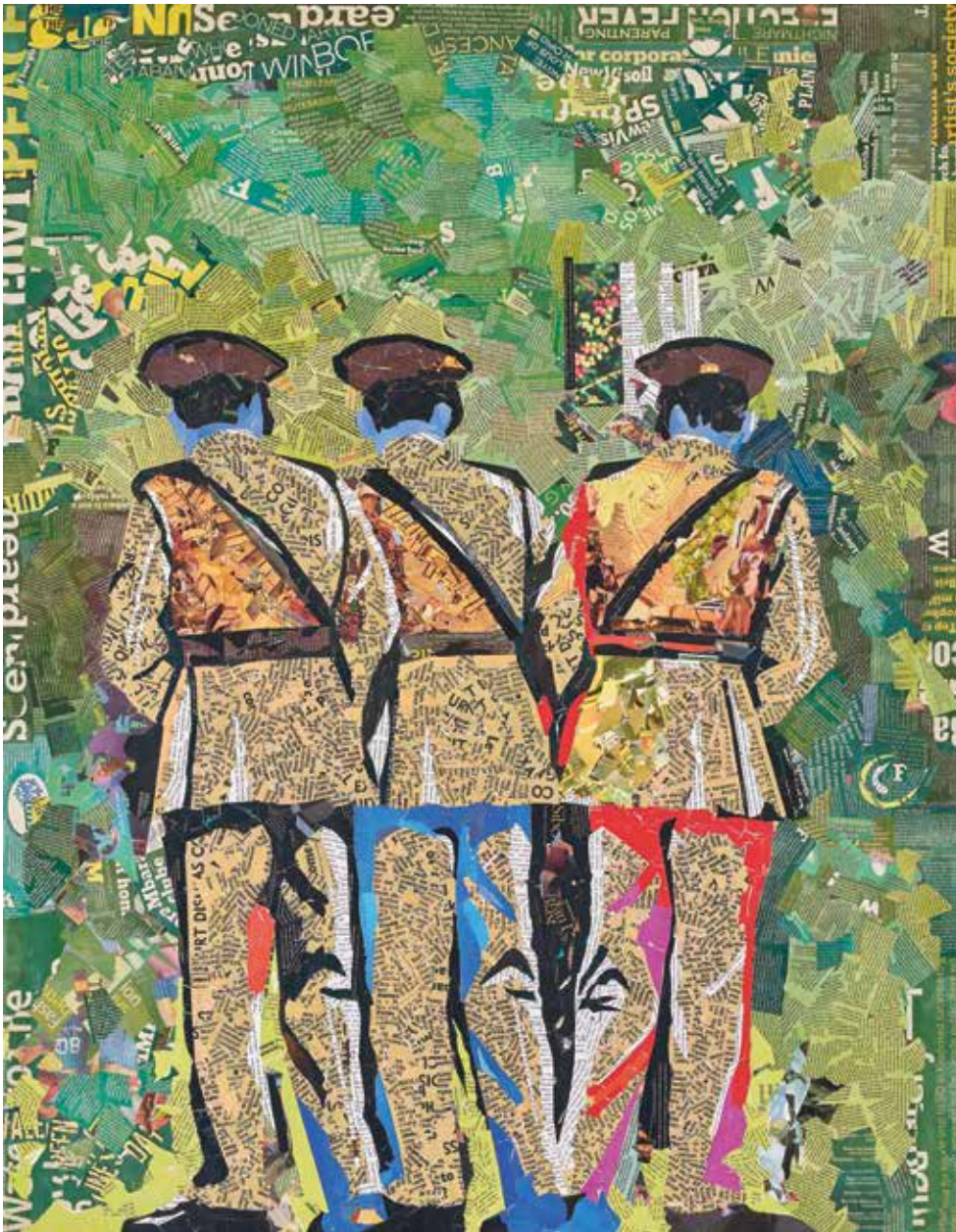
GBP 1 470 – 1 960

EURO 1 770 – 2 360

PROVENANCE

Private collection, Viterbo, Italy.





109

Adrian Migadde

Uganda 1989–

*Being Oneself*

collage of magazines and 1969 Ugandan newspapers on canvas  
signed, dated and inscribed with the title and medium on the reverse  
119.5 x 94 x 2.5 cm

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130

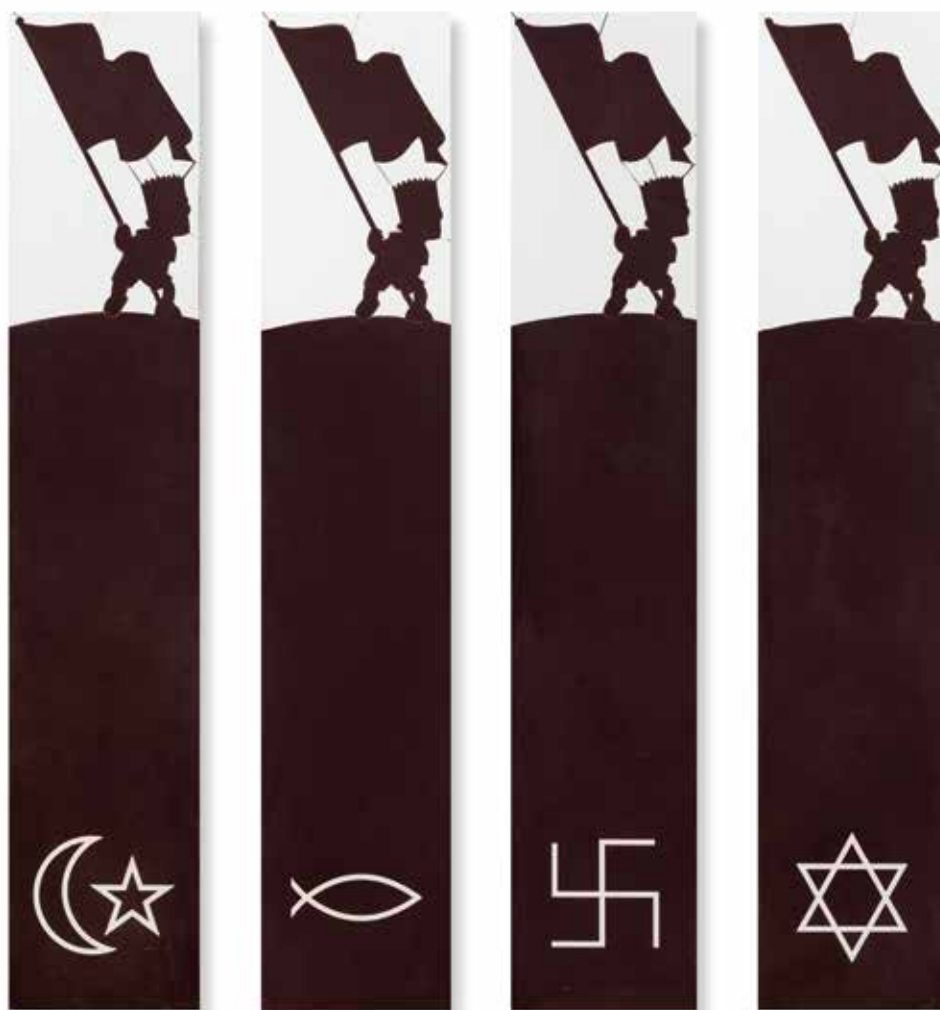
#### NOTES

Adrian Migadde is an artist from Kampala, Uganda, whose work spans conventional and unconventional mediums. Whether through magazine collages or painting with alcohol, the artist depicts daily happenings, emotional landscapes and what he deems overlooked in his community and broader society. Migadde has exhibited in numerous shows on the continent, as well as in Torino, Italy in the *Compagnia del Mercoledì* group exhibition at Pesieri e Colori in 2018. His work was also selected for The Leridon Collection in Paris, a body of over 5000 works by 300 contemporary African artists, compiled by Gervanne and Matthias Leridon.

#### PROVENANCE

Private collection, Johannesburg.





110

Brett Murray

South Africa 1961–

*Getting the  
Fundamentals Right*

2000

plastic and wood plastic and wood  
each numbered 1 to 4 respectively on the  
reverse

number 2 from an edition of 3

136 x 110 cm;

172 x 33 x 1.5 cm each

ZAR 60 000 – 80 000

USD 3 960 – 5 280

GBP 2 940 – 3 920

EURO 3 540 – 4 720

PROVENANCE

Private collection, Cape Town.

Bell-Roberts Contemporary, Cape Town.

EXHIBITED

Bell-Roberts Contemporary, Cape Town,  
*Brett Murray: I Love Africa*, 2000.

Goodman Gallery, Johannesburg, *Brett  
Murray: I Love Africa*, 2000.

LITERATURE

Murray, B. (2000). *I Love Africa*. Cape Town:  
Bell-Roberts Publishing, illustrated in colour  
on p.6..

111

Anton Kannemeyer and Conrad Botes

South Africa 1967–

A full set of *Bitterkomix* (1 to 18) and 7 others

a full collection of Bitterkomix comic books, handbooks and special editions  
'Special Edition 2002' signed by both artists and numbered 11/80 on the inner front cover

ZAR 50 000 – 70 000

USD 3 300 – 4 620

GBP 2 450 – 3 430

EURO 2 950 – 4 130



#### NOTES

Others included:

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (1994). *GIF Afrikaner Sekskomix*. Stellenbosch: BITTERKOMIX. from a print run of 1500

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (1998). *THE BEST OF BITTERKOMIX. BITTERKOMIX. Vol 1* (first impression). Stellenbosch: BITTERKOMIX Pulp. from a print run of 2500

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2001). *THE BEST OF BITTERKOMIX. BITTERKOMIX. Vol 1* (second impression). Stellenbosch: BITTERKOMIX Pulp. from a print run of 2500

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2002). *THE BEST OF BITTERKOMIX. BITTERKOMIX. Vol 2*. Stellenbosch: BITTERKOMIX Pulp. from a print run of 2500

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2002). *BITTERKOMIX SPECIAL EDITION 2002. BITTERKOMIX*. Auckland Park: BITTERKOMIX Pulp., signed by Anton Kannemeyer and Conrad Botes, numbered 11/80 and dated '2002' on the inner front cover

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2009). *BITTERKOMIX*. Paris: L'Association., French translation.

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2006) *The Big Bad Bitterkomix Handbook*. Johannesburg: Jacana Media. (hardcover) from a print run of 800

Botes, C. H. (w,a) and Kannemeyer, A. (w,a) (2006) *The Big Bad Bitterkomix Handbook*. Johannesburg: Jacana Media. (soft cover) from a print run of 1200

#### PROVENANCE

Private collection, Johannesburg.

#### EXHIBITED

Metropolitan Museum of Modern Art, New York City, *Impressions from South Africa: 1965 to now*, 23 March to 26 August 2011, another copy of the collection exhibited.

Michael Stevenson, Cape Town, *Bitterkomix*, 24 November to 25 November 2006, another copy of the collection exhibited.

Gasworks, London, *Shelf Life*, 23 November to 13 January 2001, another copy of the collection exhibited.

#### LITERATURE

Barnard, R. (2004). *South Atlantic Quarterly*, Duke University Press, illustrated on pp.719-754.



# TERMS AND CONDITIONS OF BUSINESS AND RULES OF AUCTION

THIS AGREEMENT COMPLIES WITH THE PROVISIONS OF SECTION 45 OF THE CONSUMER PROTECTION ACT 68 OF 2008

## 1. DEFINITIONS

- 1.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:
- 1.1.1. "Act" means the Consumer Protection Act No. 68 of 2008 ("CPA") as read with the Regulations promulgated thereunder in the Government Gazette No. 34180 on 1 April 2011;
- 1.1.2. "Artistic work" means:
- 1.1.2.1. any drawing, picture, painting, collage, sculpture, ceramic, print, engraving, lithograph, screen print, etching, monotype, photograph, digitally printed photograph, video, DVD, digital artwork, installation, artist's book, tapestry, artist designed carpet, performative artwork and any medium recognised as such in the future;
- 1.1.2.2. any work of craftsmanship and/or artwork which does not fall under 1.1.2.1 as set out in the Copyright Act No. 78 of 1978.
- 1.1.3. "Aspire" means Aspire Art Auctions (Pty) Ltd (Registration No. 2016/074025/07) incorporated under the laws of South Africa with Principal place of business at: Illovo Edge, Building 3, Ground Floor, 5 Harries Road, Illovo, 2196
- 1.1.4. "Auction" means any sale whereby a Lot is put up for sale by public auction and auctioned off by Ruarc Peffers on behalf of Aspire or such other auctioneer employed by Aspire from time to time;
- 1.1.5. "Auctioneer" means Ruarc Peffers or such other representative of Aspire conducting the Auction who warrant these Rules of Auction comply with the Act;
- 1.1.6. "Bidder" means any person who makes an offer to buy a particular Lot and includes the Buyer of any such Lot. A bid shall be made by a person registered to bid and in possession of an Aspire issued and numbered bidders paddle raising that paddle or indicating a bid in any way meant to be understood that way by the Auctioneer;
- 1.1.7. "Buyer" means any Bidder who makes a bid or offer for a Lot which has been offered for sale (whether by Private Treaty, Auction or otherwise) and which bid or offer has, subject to a reserve price, been accepted by Aspire and/or the Seller;
- 1.1.8. "Business day" means any day other than a Saturday, Sunday, or any other official public holiday in South Africa;
- 1.1.9. "Buyer's premium" means the commission payable by the Buyer to Aspire on the sale of a Lot at a rate of:
- 1.1.9.1. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand), plus VAT payable on that amount;
- 1.1.9.2. 15% (fifteen per cent) calculated on the full Hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.10. "Catalogue" means any brochure, price-list, condition report or any other publication (in whatever medium, including electronic), published by Aspire for the purpose of or in connection with any Auction;
- 1.1.11. "Forgery" means any imitation of any artistic work made with the intention of misrepresenting the authorship, origin, date, age, period, culture, and/or source of any Lot;
- 1.1.12. "Hammer price" means the bid or offer made by the Buyer for any Lot that is knocked down by the Auctioneer at a sale of that Lot;
- 1.1.13. "Lot" means any item or items to be offered for sale as a unit and identified as such by Aspire for sale by way of Auction or by Private Treaty. Each Lot is, unless indicated to the contrary, regarded to be the subject of a separate transaction;
- 1.1.14. "Parties" means the Bidder, the Buyer, the Seller and Aspire;
- 1.1.15. "Prime rate" means the publicly quoted base rate of interest (percent, per annum compounded monthly in arrear and calculated on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year is a leap year) from time to time published by Nedbank Limited, or its successor-in-title, as being its prime overdraft rate plus three comma five percent, as certified by any manager of such bank, whose appointment, authority and designation need not be proved;
- 1.1.16. "Privacy Policy" means the privacy policy of Aspire attached hereto marked Annexure A;
- 1.1.17. "Private Treaty" means the sale of any Lot at a previously agreed upon price between the Buyer and the Seller represented by Aspire (that is, not by way of Auction);
- 1.1.18. "Purchase price" means the Hammer price plus the Buyer's premium. In case of any Lot being "daggered", VAT shall be calculated on the sum of the full Hammer price plus the Buyer's premium. Buyer's risk in all respects shall apply from the knock down of the

Auctioneer's hammer (and acceptance of the bid [or offer in the case of Private Treaty] if applicable). The Purchase price does not include any transport, or insurance that may be required by the Buyer;

- 1.1.19. "Recoverable expenses" includes all fees, taxes (including VAT) and any other costs or expenses incurred by Aspire for restoration, conservation, framing, glass replacement and transport of any Lot from a Seller's premises to Aspire's premises or for any other reason whatsoever, as agreed between Aspire and the Seller;
- 1.1.20. "Reserve" means the minimum Hammer price (if any) at which a Lot may be sold at an Auction as agreed (whether in writing or otherwise) and in confidence between the Seller of that Lot and Aspire. All lots are sold subject to a reserve price unless announced otherwise;
- 1.1.21. "Sale" means the sale of any Lot (whether by way of Auction, Private Treaty or otherwise) and 'sell' and 'sold' shall have a corresponding meaning;
- 1.1.22. "Sale proceeds" means the amount due and payable to the Seller for the sale of the relevant Lot, made up of the Hammer price less the applicable Seller's commission and all Recoverable expenses;
- 1.1.23. "Seller" means the person named as the Seller of any Lot, being the person that offers the Lot for sale;
- 1.1.24. "Seller's commission" means the commission payable by the Seller to Aspire on the sale of a Lot which is payable at a rate of:
- 1.1.24.1. 12% (twelve per cent) calculated on the full Hammer price for purchases above R20,000 (twenty thousand rand) plus VAT payable on that amount (if any);
- 1.1.24.2. 15% (fifteen per cent) calculated on the full hammer price for purchases below R20,000 (twenty thousand rand) plus VAT payable on that amount;
- 1.1.25. "South Africa" means the Republic of South Africa;
- 1.1.26. "Terms of Business" means the terms and conditions of business and the Rules of Auction as set out in this document;
- 1.1.27. "VAT" means value added tax levied in terms of the Value Added Tax Act, 1991 as amended from time to time and includes any similar tax which may be enforced in place of VAT from time to time.

## 2. INTRODUCTION

- 2.1. Aspire carries on the business of fine art Auctioneers and consultants on the Lots provided by the Sellers. As fine art Auctioneers, Aspire generally acts in the capacity of agent for the Seller.
- 2.2. Set out in this document are the terms and conditions governing the contractual relationship between Aspire and prospective Bidders, Buyers and Sellers. This document must be read together with:
- 2.2.1. sale room notices published by Aspire pertaining to the condition, description and/or authenticity of a Lot; and
- 2.2.2. any announcement made by Aspire and/or the Auctioneer prior to or on the proposed day of sale of any Lot,
- provided that no changes to the terms set out in a Property Receipt Form shall be made without the prior agreement of Aspire and the Seller.

## 3. LEGISLATIVE FRAMEWORK

Every Auction is to be governed by section 45 of the CPA and the rules of Auction (the "Rules") as promulgated by the Minister of Trade and Industry under the Regulations dated 23 April 2010 in Government Gazette No. 33818 on 1 April 2011 ("Regulations") and any further amendments and/or variations to these Rules and Regulations.

## 4. GENERAL TERMS OF BUSINESS

- 4.1. Every bid made shall constitute an offer. Acceptance of the highest bid made, subject to confirmation by the Seller, shall be indicated by the knock down of the hammer or, in the case of sale by Private Treaty, the acceptance of the offer by Aspire or the Seller. In the event that the highest bid does not meet the reserve, it will remain open for acceptance by the Auctioneer or the Seller and for no less than 48 hours after the Auction was concluded.
- 4.2. In bidding for any Lots, all Bidders confirm that they have not been induced into making any bid or offer by any representative of the Seller and/or Aspire.
- 4.3. It is the sole responsibility of all prospective Buyers to inspect and satisfy themselves prior to the Auction or Private Treaty as to the condition of the Lot and satisfy themselves accordingly that the Lot matches any description given to them (whether in a Catalogue or otherwise).
- 4.4. All descriptions and/or illustrations set out in a Catalogue

exist as guidance for the prospective Bidder and do not contain conclusive information as to the colour, pattern, precise characteristics or the damage to a particular Lot to be sold by way of Auction or Private Treaty.

- 4.5. Neither Aspire nor any of its servants, employees, agents and/or the Auctioneer shall be liable, whether directly or indirectly, for any errors, omissions, incorrect and/or inadequate descriptions or defects or lack of authenticity or lack of ownership or genuineness in any goods Auctioned and sold which are not caused by the wilful or fraudulent conduct of any such person.
- 4.6. Aspire shall not be held responsible for any incorrect, inaccurate or defective description of the goods listed for sale in the Catalogue or in any condition report, publication, letter, or electronic transmission or to the attribution, origin, date, age, condition and description of the goods sold, and shall not be responsible for any loss, damage, consequential damages and/or patrimonial loss of any kind or nature whatsoever and howsoever arising.
- 4.7. No warranty, representation or promise on any aspect of any Lot (save for those expressly provided for by the Seller in terms of paragraph 16), whether express, implied or tacit is given by Aspire, its servants, its agents, or its employees, or the Auctioneer or the Seller and accordingly nothing shall be binding or legally enforceable in this regard.
- 4.8. Any Lot which proves to be a Forgery (which will only be the case if an expert appointed by Aspire for such purposes confirms this in writing) may be returned by the Buyer (as his sole remedy hereunder or at law) to Aspire within 7 (seven) days from the date of Auction or Private Treaty (as the case may be), in the same condition in which it was at the time of the Auction or accompanied by a statement of defects, the number of the Lot, and the date of the Auction or Private Treaty at which it was purchased. If Aspire is satisfied that the item is a Forgery and that the Buyer has and is able to transfer a good and marketable title to the Lot, free from any third-party claims, the sale will be set aside and any amount paid in respect of the Lot and still in the possession of Aspire will be refunded, subject to the express condition that the Buyer will have no rights or claims against Aspire (whether under these Terms of Business, at law or otherwise) if:
- 4.8.1. the description in the Catalogue at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated that there was conflict of such opinion; or
- 4.8.2. the only method of establishing at the date of publication of the Catalogue that the Lot was a Forgery was by means of a scientific process not generally accepted for use until after publication of the Catalogue, or by a process which was unreasonably expensive or impractical.
- 4.9. Buyer's claiming (whether in contract, delict or otherwise) under paragraph 4.8 will be limited to the amount paid for a particular Lot and will not extend to any loss or damage of whatsoever nature suffered, or expense incurred by him/her including but not limited to claims for damages, loss of profit, injury to reputation, mental anguish and suffering etc;
- 4.10. The benefit of paragraph 4.8 will not be assignable and will rest solely and exclusively with the Buyer who, for the purpose of this condition, will be the only person to whom the original invoice is made out by Aspire in respect of the Lot sold.
- 4.11. Aspire reserves its right, to refuse admission to any person to its premises or any other premises at which an Auction is to be conducted. Any defaulting bidder or buyer shall be refused access to any event or auction conducted by Aspire and shall remain barred until their default has been cured to the satisfaction of Aspire.
- 4.12. Any information pertaining to Bidders and Sellers which has been lawfully obtained for the purposes of the Auction and the implementation of any resultant sale shall be kept for purposes of client administration, marketing and as otherwise required by law. The Bidder and the Seller agree to the retention, processing of their personal information and the disclosure of such information to third parties (but only in connection with the sale of any works such as logistics and insurance) for the aforementioned purpose. The Seller's identity will not be disclosed for purposes other than what is reasonably required for client administration or as required by law. Please see the Privacy Policy for more information on this.
- 4.13. Aspire has, during the course of any Auction, the sole and absolute discretion, without having to give any reasons therefore, to refuse any bid, withdraw or reoffer Lots for Auction (including after the knock down of the hammer), cancel any sale if the Auctioneer and/or Aspire believes that there may be an error or dispute of any nature whatsoever, and shall have the rights, as it deems fit, to divide any Lot, to combine any two or more Lots or to put up any Lot for Auction again.
- 4.14. For any notice required to be given in connection with these Terms of Business and Rules of Auction:
- 4.14.1. Aspire will first attempt to make contact by telephone,

followed by email, should there be no response, then contact will be attempted by registered post. Any notice that effects the details of the sale of a Lot will be agreed to between Aspire and the Seller prior to the sale of said Lot. If, for any reason whatsoever, Aspire is unable to make contact with a Seller, the relevant Lot will be withdrawn from the sale;

- 4.14.2. if given by Aspire, shall be delivered by hand, sent by registered post or by email to the address provided to Aspire by the relevant addressee as being the domicilium citandi et executandi of that addressee. Notice shall be deemed to have been received by the person who is required to receive such notice:
  - 4.14.2.1. on the date of delivery, if delivered by hand or email;
  - 4.14.2.2. on the fourth (4th) day from the date of posting, including the date of posting if posted by prepaid registered post from within South Africa, which postage shall be deemed to have been sent on receipt of the post office proof of posting.
  - 4.14.3. if given to Aspire, such written notification must be given to Aspire at its email address as published by Aspire from time to time, whether on any brochure, catalogue or its website.
  - 4.15. The Seller submits to the non-exclusive jurisdiction of the South African courts. Each Auction and Private Treaty shall be governed in accordance with the laws of South Africa.
  - 4.16. In the event that any provision of these Terms of Business is found by a court of competent jurisdiction to be unenforceable and of no effect, the remaining provisions of these Terms and Conditions shall not be affected by that determination and shall remain binding and of full force and effect.
  - 4.17. The Buyer and/or Seller, as the case may be, hereby pledge(s) the goods either sold and/or bought as security to Aspire for all amounts which are owing to Aspire.
  - 4.18. Should any Party delay or not exercise their rights it shall not constitute a waiver of such rights or power. If a Party exercises their right or power, it shall not preclude such party from exercising any other right or power which they may have.
  - 4.19. No variation, alteration, consensual termination, representation, condition, term or warranty, relaxation or waiver or release by Aspire, or estoppel against Aspire, or the suspension by Aspire, in respect of these Terms of Business, or any part thereof, shall be of any force or effect unless reduced to writing and signed by Aspire and the Buyer.
  - 4.20. These Terms of Business and Rules of Auction constitute the entire agreement between the Parties.
  - 4.21. The Buyer shall be responsible for the payment of the Seller's and Aspire's legal costs, calculated on the scale as between attorney and own client incurred by the Seller and Aspire in enforcing any of its rights or those of its principal whether such rights are exercised by way of legal proceedings or otherwise.
  - 4.22. No Party shall be in breach of contract or liable for any loss of profit or special damages or damage suffered as a result of a force majeure or any other event which falls outside of the Parties' reasonable control. Notice must be given to all Parties if such an event occurs in order to enable the defaulting Party to remedy their performance. The occurrence of the aforementioned events will not excuse a Party from paying any outstanding amounts owed to any of the other Parties.
- ## 5. TERMS RELATING TO THE BUYERS
- 5.1. Any Buyer and/or Bidders must register his/her identity with Aspire before the commencement of an Auction in accordance with Chapter 1 (one) of the regulations in terms of the Financial Intelligence Centre Act, 2011, which requires the establishment and verification of identity published in Notice No. R. 1595 in Gazette No. 24176 of 20 December 2002. The documents required will include Identity Document or Passport and Proof of Residence.
  - 5.2. Upon registration by the Bidder, the Bidder must acknowledge that they are aware of and agree to be bound by these Terms of Business. All Bidders shall be personally liable for their bids and offers made during any Auction and shall be jointly and severally liable with their principals if acting as agent.
  - 5.3. Any person acting on behalf of a Bidder or Buyer may be required to produce evidence of his/her authority to so act and in a manner that is satisfactory to Aspire in its discretion.
  - 5.4. A Lot shall be sold to the highest bidder (regardless of the perceived or actual value of the Lot) but subject to the reserve or the consent of the Seller if the reserve has not been met.
  - 5.5. No bid may be made for an amount which is lower than the fixed value set by the Auctioneer and any bid may be withdrawn prior to the hammer being struck down. It is the Auctioneer's discretion to accept or reject a bid that is lower than the standardised incremental amount set by the Auctioneer. The Auctioneer may refuse any bid which does not exceed the previous bid by at least 5% (five per cent) or any such percentage which in the opinion of the Auctioneer

is required.

- 5.6. Any dispute which should arise regarding the validity of the bid, the identity of the Bidder or between more than one Bidder, shall be resolved at the sole discretion of the Auctioneer.
- 5.7. Each Bidder is deemed to be acting in their capacity as principal unless Aspire has acknowledged otherwise in writing prior to the commencement of the Auction and the Bidder bidding for another shall be required to produce a letter authorising the Bidder to represent him and the Identity Documents of both persons.
- 5.8. All Bidders are encouraged to attend any Auction where a Lot is to be sold by Auction. Aspire will endeavour to execute any absentee, written bids and/or telephone bids and online/app bids provided they are, in Aspire's absolute discretion, received in sufficient time and in legible form as required under these Terms of Business.
- 5.9. Any bids placed by telephone before an Auction are accepted at the sender's risk and must, if requested by Aspire, be confirmed in writing to Aspire before the commencement of the Auction. Any person who wishes to bid by telephone during the course of an Auction must make arrangements with Aspire at least 24 (twenty-four) hours before the commencement of the Auction. Aspire shall not be held liable for any communication breakdown or any losses arising thereof. The Buyer consents that any bidding may be recorded at the discretion of Aspire and consents to these Terms of Business.
- 5.10. The Buyer must make payment in full and collect the purchased Lot immediately after completion of the Auction and no later than 48 (forty-eight) hours after completion of the Auction. On hand over of the Lot to the Buyer (or his representative), the full risk and title (subject to payment in full having been made first) over that Lot shall pass to the Buyer, who shall henceforth be responsible for any loss of and/or damage to and/or decrease in value of any Lots purchased at the Auction or at a Private Treaty sale. Any Lot not collected immediately after the Auction will remain insured for 48 (forty-eight) hours after completion of the Auction. The Seller must be paid in full and the funds cleared before the Lot is handed over to the Buyer.
- 5.11. If the Buyer has not made payment within 1 (one) week of the Auction Aspire reserves the right to cancel the Sale and to claim damages from the Buyer including but not limited to the Buyers and Sellers premium, storage and insurance costs and the costs of conducting the auction which are estimated at one million rand per auction.
- 5.12. The collection of any Lot by a third party on behalf of a Buyer must be agreed with Aspire not later than the close of business on the day following the relevant Auction.

## 6. EXCLUSION OF LIABILITY TO BUYERS OR SELLERS

- 6.1. No Buyer or Seller shall be entitled to cede, delegate and/or assign all or any of their rights, obligations and/or interests to any third party without the prior written consent of Aspire in terms of these Terms of Business.
- 6.2. The Buyer accepts that neither Aspire nor the Seller:
  - 6.2.1. shall be liable for any omissions, errors or misrepresentations in any information (whether written or otherwise and whether provided in a Catalogue or otherwise) provided to Bidders, or for any acts and/or omissions in connection with the conduct of any Auction or for any matter relating to the sale of any Lot, including when caused by the negligence of the Seller, Aspire, their respective employees and/ or agents;
  - 6.2.2. gives any guarantee or warranty to Bidders other than those expressly set out in these Terms of Business and any implied conditions, guarantees and warranties are excluded; and
  - 6.2.3. without prejudice to any other provision of these general Terms of Business, any claim against Aspire and/or the seller of a Lot by a Bidder shall be limited to the Hammer price of the relevant Lot. Neither Aspire nor the Seller shall be liable for any loss of profit, indirect or consequential losses.
- 6.3. A purchased Lot shall be at the Buyer's risk in all respects from the knock down of the Auctioneer's hammer (and acceptance of the bid if applicable), whether or not payment has been made, and neither Aspire nor the Seller shall thereafter be liable for, and the Buyer indemnifies Aspire against, any loss or damage of any kind, including as a result of the negligence of Aspire and/or its employees or agents.
- 6.4. All Buyers are advised to arrange for their own insurance cover for purchased Lots unless agreed otherwise in writing.
- 6.5. Aspire does not accept any responsibility for any Lots damaged by insect infestation, changes in atmospheric conditions or other conditions outside its control (including damage arising as a result of reasonable wear and tear). Aspire will be responsible for the replacement or repair costs for any frame and glass breakages resulting from the wilful or negligent conduct of any of Aspire's servants and agents.

## 7. GENERAL CONDUCT OF THE AUCTION

- 7.1. The Auctioneer remains in control of the Auction and has the absolute discretion to either withdraw or reoffer any Lots for sale, to accept and refuse bids and/or to reopen the

bidding on any Lots should he/she believe there may be a dispute of whatever nature (including without limitation a dispute about the validity of any bid, or whether a bid has been made, and whether between two or more bidders or between the Auctioneer and any one or more bidders) or error of whatever nature, and may further take such other action as he/she deems necessary or appropriate. The Auctioneer shall commence and advance the bidding or offers for any Lot in such increments as he/she considers appropriate.

- 7.2. The Auction is to take place at the stipulated time and no delay shall be permitted to benefit a specific person who is not present but should be present at the Auction.
- 7.3. The Auctioneer shall be entitled to bid on behalf of the Seller of any lot, up to but not equal to or more than the Reserve, where applicable.
- 7.4. A contract shall be concluded between the Buyer and Seller once the Auctioneer knocks down the hammer and this shall be the Hammer price accepted by the Auctioneer (after the determination of any dispute that may exist and subject to the Seller's consent if the reserve price was not achieved). The benefits flowing from this agreement constitute a stipulation alteri for the benefit of Aspire, which benefits Aspire hereby accepts. Aspire shall not be liable for any breach of the agreement by either the Seller or the Buyer.

## 8. IMPORT, EXPORT, COPYRIGHT RESTRICTIONS, LICENSES AND QUALITY OF THE GOODS SOLD

- 8.1. Aspire and the Seller, save for those expressly set out in paragraph 16 of these Terms of Business, make no representation or warranties whether express, implied or tacit pertaining to the authenticity, quality, genuineness, condition, value, origin, ownership of any goods or whether express, implied or tacit as to whether any Lot is subject to import, export, copyright and licence restrictions. It is the sole responsibility of the Buyer to ensure that they acquire the relevant export, import licenses or copyright licenses prior to exporting or importing any Lots.
- 8.2. Aspire does not in any way undertake to ensure that the Buyer procures the necessary permits required under law, nor are they responsible for any costs incurred in obtaining a license (whether an application for such license was approved or not).
- 8.3. All Lots which incorporate any material originating from an endangered and/or protected species (including but not limited to ivory and bone) will be marked by a symbol in the description of the Lot in the Catalogue. Aspire does not accept responsibility for a failure to include these marks on the Lots. Any prospective Buyer is to ensure that they received the necessary permission from the relevant regulatory agents, specifically when importing and/or exporting the Lot. A Buyer will be required to acquire a permit from the Department of Nature Conservation prior to exporting the Lot as well as any other export license which may be required by law, including the licences required under the Convention of the International Trade in Endangered Species ("CITES"). Failure to obtain such permits shall not constitute a ground for the cancellation of the sale or the non-payment of any amounts due in terms hereof.

## 9. ABSENTEE BIDS

- 9.1. Absentee bids are a service provided by Aspire upon the request of the Buyers. Aspire shall in no way be liable for any errors or omissions in such bidding process. The Purchase price of the Lots will be processed in the same manner as it would be in other bids.
- 9.2. Where two or more Buyers provide identical bids, the earliest will take precedence. When absentee bids occur by telephone they are accepted at the Buyer's risk and must be confirmed prior to the sale by letter or e-mail to Aspire.
- 9.3. All absentee bids shall be registered with Aspire in accordance with Aspire's procedures and requirements not less than 24 (twenty-four) hours before the Auction and/or the Private Treaty sale. Aspire reserves its right to receive, accept and/or reject any absentee bids if the aforementioned time period has not been satisfied.
- 9.4. An absentee bidder must register his/her identity in the same way that any other would be required to under these Terms of Business.

## 10. RESCISSION OF SALE

Notwithstanding the provisions above, if, within 7 (seven) days after the relevant Auction or Private Treaty sale, the Buyer makes a claim to rescind the sale due to Forgery and Aspire is satisfied that the claim is justified, Aspire reserves the right to rescind the sale and refund the Buyer any amounts paid to Aspire and still held by Aspire in respect of that sale and the Seller hereby specifically authorises Aspire to do so.

## 11. PAYMENT AND COLLECTION

- 11.1. The Buyer acknowledges that Aspire acting in its capacity as agent for the Seller of a particular Lot:
  - 11.1.1. That a Buyer's premium shall be payable to Aspire on the sale of each Lot;



- 11.1.2. VAT may be payable on the full Hammer price and the Buyer's premium, if the Seller is a registered VAT vendor;
- 11.1.3. Aspire shall also be entitled to a Seller's commission and/or any other agreed fees for that Lot.
- 11.2. Upon the knock down of the hammer and acceptance of the price by the Auctioneer (subject to any reserve), the Buyer shall, before delivery of the Lot, pay Aspire the Purchase price immediately after the Lot is sold and should Aspire require, the Buyer shall provide it with their necessary registration details, proof of identity and any further information which Aspire may require.
- 11.3. All foreign Buyers are required to make arrangement with their banks prior to the Auction date regarding Forex funds as Aspire will only accept payment in South African Rands. Any expenses incurred thereof shall be at the cost of the Buyer.
- 11.4. The Buyer shall make payment in full to Aspire for all amounts due and payable to Aspire (including the Purchase price of each Lot bought by that Buyer) on completion of the sale but within 48 hours of the date of sale (or on such other date as Aspire and the Buyer may agree upon in writing) in cash, electronic funds transfer ("EFT"), or such other payment method as Aspire may be willing to accept. Any cheque and/or credit card payments must be arranged with Aspire prior to commencement of the Auction. All card purchases are to be settled in full on the date of sale and shall be subject to an administrative merchant fee of 1.5% of the hammer price plus Buyers Premium plus any VAT on such amounts.
- 11.5. Ownership of a Lot shall not pass to the buyer thereof until Aspire has received settlement of the Purchase price of the respective Lot in full and the funds have cleared. Aspire shall not be obliged to release a Lot to the Buyer prior to receipt in full payment thereof. However, should Aspire agree to release a Lot to the Buyer prior to payment of the full Purchase price, ownership of such Lot shall not pass to the Buyer but shall remain strictly and unconditionally reserved for the Seller, nor shall the Buyer's obligations to pay the Purchase price be impacted, until such receipt by Aspire of the full Purchase price in cleared funds.
- 11.6. The refusal of any approval, licence, consent, permit or clearance as required by law shall not affect the Buyer's obligation to pay for the Lot and any Buyers Premium.
- 11.7. Any payments made by a Buyer to Aspire may be applied by Aspire towards any amounts owing by the Buyer to Aspire on any account whatsoever and without regard to any directions of the Buyer or his agent. The Buyer shall be and remain responsible for any removal, storage, or other charges for any Lot and must at his own expense ensure that the Lot purchased is immediately removed after the Auction but not until payment of the total amount due to Aspire. All risk of loss or damage to the purchased Lot shall be borne by the Buyer from the moment when the Lot is handed over to the Buyer. Neither Aspire nor its servants or agents shall accordingly be responsible for any loss or damage of any kind, whether caused by negligence or otherwise, from date of the sale of the Lot, whilst the Lot is in their possession or control.
- 11.8. All packaging and handling of Lots is at the Buyer's risk and expense, will have to be attended to by the Buyer, and Aspire shall not be liable for any acts or omissions of any packers or shippers.
- 11.9. If the sale of any Lot is rescinded, set aside or cancelled by a lawful action of the Buyer, and Aspire has accounted to the Seller for the sale proceeds, the Seller shall immediately refund the full sale proceeds to Aspire, who will in turn refund the Purchase price to the Buyer. If there is no sale, there is no commission payable save and except if the sale is cancelled as a result of a breach of either Seller or Buyer. However, if there are Recoverable expenses which have been incurred by Aspire, then the Seller will remain liable to pay these expenses to Aspire.
- 11.10. Any Lot which has been paid for in full but remains uncollected after 30 (thirty) days of the Auction, following written notice to the Buyer, the Lot then becomes the property of Aspire. Aspire may then resell this property at the best price it can obtain from a willing and able Buyer. If Aspire resells this property it may deduct any expenses incurred in keeping this property from the proceeds of sale after having deducted its commission. Any shortfall arising from the resale shall be at the cost of the Buyer.
- 11.11. No credit shall be granted to the Buyer without prior written consent from Aspire. Ownership of the Lot shall not pass until such time as the full Purchase price is paid along with any VAT thereon and any other necessary amounts including but not limited to Buyers Premium.

## 12. OWNERSHIP

- 12.1. Until such time that the total Purchase price and any Buyers Premium plus VAT has been paid and hand over has taken place, ownership of the purchased goods shall vest with the Seller.
- 12.2. The collection of the goods/Lots shall be done by the Buyer at their own cost immediately after the Auction has taken place, unless otherwise agreed upon in writing between the Buyer and Aspire. The Buyer shall ensure that any third parties attending to collection for the Buyer have been properly authorised in writing to attend to such collections.

- 12.3. Aspire shall not provide any assistance of any nature whatsoever to the Buyer in removing the goods from the premises of Aspire upon the completion of the Auction. However, should Aspire choose to assist with the removal then any Aspire employee or servant shall be deemed to be agents of the Buyer and Aspire shall not be liable for any damage incurred as a result of removing the goods from the premises.

## 13. BREACH BY THE BUYER

- 13.1. In the event that the Buyer breaches any provision of these Terms of Business, fails to make payment of the full Purchase price, Buyers Premium or fails to collect the goods bought as provided for in these Terms of Business, Aspire in exercising its discretion and as agent for the Seller will, without any prejudice to any other rights it may have in law, be entitled to exercise one or more of the following remedies set out below. Aspire may:
- 13.1.1. institute proceedings against the Buyer for any non-payment and/or any damages incurred as a result of the breach of contract;
- 13.1.2. cancel the sale of that Lot or any other Lots sold to the defaulting Buyer at the same time or at any other Auction;
- 13.1.3. resell the Lot or do any such thing that would cause it to be resold by Auction or Private Treaty sale;
- 13.1.4. remove, store and insure the goods at the sole expense of the defaulting Buyer and if such goods are stored either at Aspire's premises or any other place as Aspire may require such goods to be stored at, the Buyer shall be responsible for all charges associated therewith;
- 13.1.5. retain any Lot sold to the same Buyer at the same time, or at any other Auction and only allow the Buyer to take delivery of such goods after all amounts due, owing and payable have been paid by the Buyer to Aspire in terms of these Terms of Business, including interest, storage charges and any other charges;
- 13.1.6. reject any bid made by or on behalf of the defaulting Buyer at any future Auction;
- 13.1.7. exercise a right of retention over the goods sold and not to release such goods to the Buyer until such time as full payment has been made to Aspire in accordance with these Terms of Business. For such purpose and in so far as ownership of the Lots may have passed to Aspire, the Buyer hereby pledges such goods to Aspire as security for Aspire's claim.
- 13.1.8. charge a reasonable rental fee for each day that the item is stored by Aspire from the date of Auction until the time of collection.
- 13.1.9. charge interest at a rate of the prime rate plus 3% (three per cent) per month on any outstanding amounts from the date of Auction.
- 13.1.10. charge the Buyer the full costs of conducting the auction which is estimated at one million rand with a breakdown available on request.
- 13.2. In the event that Aspire resells any Lot at a subsequent Auction as a result of Aspire exercising their remedy referred to in paragraph 13.1.3 above, the Buyer shall be liable for any loss (if any), should the Lot be resold at an amount lower than the amount for which the Buyer purchased it. The loss shall be calculated as the difference between the resale price and the original price. Aspire shall be entitled to earn commission on any subsequent sale of the same work irrespective of how many times it is sold by them.

## 14. TERMS RELATING TO THE SELLER

- 14.1. As per the Seller's irrevocable instruction, Aspire is instructed to sell at an Auction all objects submitted for sale by the Seller and accepted by Aspire and to sell the same to the relevant Buyer of the Lot of which those objects form part, provided that the bid or offer accepted from that Buyer is equal to or higher than the Reserve (if any) on that Lot (subject always to paragraph 14.4), all on the basis set out in these Terms of Business.
- 14.2. The Seller also irrevocably consents to Aspire's ability to bid for any Lot of which any of those objects form part as agent for one or more intending Buyers.
- 14.3. Aspire is authorised to retain any objects not sold on Auction for a period of 14 (fourteen) days after the Auction for the possible sale of such objects by Aspire by way of Private Treaty or otherwise pursuant to paragraph 14.4.
- 14.4. Aspire is authorised to offer for sale either by Private Treaty or otherwise, without further instruction or notification to the Seller, within 14 (fourteen) days after the Auction, all or any remaining objects submitted for sale by the Seller and received and accepted by Aspire in accordance with paragraph 14.1, which objects were not sold on Auction. The bid accepted on these items must not be less than the amount that the Seller would have received, had that Lot been sold on Auction at the Reserve (if any) on that Lot taking into account the deduction of the applicable Seller's commission and Recoverable expenses for which the Seller is liable.
- 14.5. Both Aspire and the Auctioneer each have the right, to offer an object referred to above for sale under a Lot, to refuse any bid or offer, to divide any Lot, to combine two or more Lots with the prior approval of the relevant Seller(s), to withdraw

any Lot from an Auction, to determine the description of Lots (whether in any Catalogue or otherwise), to store accepted objects at the Auction premises or any other location as he/she may deem fit and whether or not to seek the opinion of experts.

- 14.6. Aspire shall not be under any obligation to disclose the name of the Buyer to the Seller, save for the circumstances contemplated elsewhere in these Terms of Business or otherwise required by law.

## 15. ESTIMATION OF SELLING PRICE AND DESCRIPTION OF GOODS

- 15.1. Any estimation given by Aspire is an opinion and cannot be relied on as a true reflection of what the final Hammer price will be on the date of the sale and as such is never guaranteed. Aspire has the right to change any estimations at any point in time in agreement with the Seller recorded on the relevant Property Receipt Form.
- 15.2. The Seller hereby agrees that Aspire may fully rely on any description of the goods or Lots provided to them by the Seller or his agent.
- 15.3. Aspire shall not be held liable for any error, misstatement or omission in the description of the goods/Lots whether in the Catalogue or otherwise unless such error, misstatement, omission is a direct result of the intentional, misleading and deceptive conduct of Aspire's employees and/or agents.

## 16. WARRANTIES AND INDEMNITIES PROVIDED FOR BY THE SELLER

- 16.1. The Seller hereby warrants to Aspire and the Buyer that:
- 16.1.1. he/she is the lawful owner of the objects put up for sale or Auction and is authorised to offer such objects up for sale at an Auction;
- 16.1.2. he/she is legally entitled to transfer title to all such objects and that they will be transferred free of any encumbrances of third-party claims; and
- 16.1.3. he/she has complied with all requirements necessary, legal or otherwise, for the import (if importing is applicable to the sale) and has notified Aspire in writing of any third parties who have failed to comply with the aforesaid requirements in the past;
- 16.1.4. the place of origin of the Lot is accurate.
- 16.1.5. the object forming part of the Lot is capable of being used for the purpose to which it was made and has no defects which are not apparent from any external inspections and that he/she is in possession of any valid approval, license, consent, permit or clearance required by law for the sale of any Lot.
- 16.2. The Seller hereby indemnifies and shall keep Aspire and the Buyer indemnified against any loss or damage suffered by either party as a result of any breach of any warranty in these Terms of Business.
- 16.3. The Seller hereby agrees that Aspire may decline to sell any object submitted for sale, irrespective of any previous acceptance by Aspire to sell it, for any reason deemed reasonable and appropriate in its discretion.

## 17. COMMISSION

Subject to the Terms of Business set out in paragraph 17.3

- 17.1. Any applicable Seller's commission in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Seller.
- 17.2. Any applicable Buyer's premium in respect of each Lot (comprising one or more objects) shall be payable to Aspire by the Buyer;
- 17.3. Notwithstanding the authority provided for by the Seller to Aspire to deduct any of the Seller's commission and any Recoverable expenses (as agreed to by the Seller) for which the Seller is liable from the Hammer price, the Seller shall still be liable for the payment of the Seller's commission and any Recoverable expenses.
- 17.4. Notwithstanding the authority provided for by the Buyer to Aspire to deduct any of the Buyer's premium and any Recoverable expenses (as agreed to by the Seller) for which the Buyer is liable from the Hammer price, the Buyer shall still be liable for the payment of the Buyer's premium and any Recoverable expenses.
- 17.5. Aspire reserves the right to deduct and retain the Seller's commission prior to the sale proceeds being handed over to the Seller, from the amount paid by the Buyer upon receipt of the full Purchase price, or any part thereof.
- 17.6. Aspire reserves the right to deduct and retain the Buyer's premium prior to the Purchase price being handed over to the Seller from the Purchase price paid by the Buyer.

## 18. RESERVES

- 18.1. All Lots are to be sold with a Reserve, unless otherwise agreed upon between Aspire and Seller in writing prior to the date of Auction. Any changes to a Reserve will require the prior consent of Aspire and the Seller. The Seller acknowledges that unless a reserve is set, Aspire shall not be entitled to bid on behalf of the Seller to protect the integrity of the value of any work being auctioned.
- 18.2. Where the Auctioneer is of the opinion that the Seller or

any person acting as agent of the Seller, has made a bid on the Lot and above a Reserve that existed on such Lot, they may knock down the Lot to the Seller. The Seller will then be required to pay all expenses which the Buyer is liable for and any expenses which the Seller is liable for along with the Seller's commission to Aspire.

- 18.3. In the event that a Reserve exists on a particular Lot, Aspire may sell such Lot at a Hammer price below the Reserve, on the condition that the Seller receives the amount they would have been entitled to, had the sale been concluded at the Reserve. Aspire reserves the right to adjust the Seller's commission accordingly in order to allow the Seller to receive the amount payable had the Lot been sold at the Reserve.
- 18.4. Where a Reserve on a Lot does not exist, Aspire shall not be liable for the difference between the Purchase price and the estimated selling range.

## 19. INSURANCE

- 19.1. Aspire undertakes to insure all objects to be sold as part of any Lot, at its own expense, unless otherwise agreed to in writing, or otherwise, between the Seller and Aspire. Aspire may, at its discretion, insure any property which is placed under their control for any other purpose for the duration of the time that such property remains on their premises, under their control or in any storage facility elected by them.
- 19.2. In the event that Aspire is instructed to not insure any property, the Seller shall bear the cost and risk at all times. The Seller also agrees to:
- 19.2.1. indemnify Aspire for any claims brought against Aspire and/or the Seller for any damage or loss to the Lot, however it may arise. Aspire shall be reimbursed by the Seller for any costs incurred as a result thereof; and
- 19.2.2. notify the insurer of the existence of the indemnities set out herein.
- 19.3. The Seller is obliged to collect their unsold property within 30 calendar days after the Auction. Should any property not be collected within this time Aspire reserves the right to discontinue the insurance cover.

## 20. PAYMENT IN RESPECT OF THE SALE PROCEEDS

The proceeds of sale shall be paid as follows:

- 20.1. Aspire shall make payment to the Seller not later than 20 (twenty) working days after the date of the Auction provided that full cleared payment of the Purchase price for said Lot has been received from the Buyer by Aspire.
- 20.2. If the Buyer fails to pay the full Purchase price within the allocated time set out in paragraph 11.2, Aspire shall notify the Seller in writing and request instruction on how to proceed. Aspire may at its discretion, decide to assist the Seller with the recovery of any outstanding amount from the Buyer.
- 20.3. The Seller hereby authorises Aspire to proceed:
- 20.3.1. to agree to the terms of payment on any outstanding amount;
- 20.3.2. to remove, store and insure the Lot which has been sold;
- 20.3.3. to settle any claim by or against the Buyer on such terms as Aspire deems fit and do all such things necessary to collect from the Buyer any outstanding amounts due to the Seller;
- 20.3.4. to rescind the sale and refund these amounts to the Buyer;
- 20.3.5. where Aspire pays the Sale proceeds to the Seller prior to receipt of the full Purchase price then ownership shall pass to Aspire;
- 20.3.6. to obtain a refund from the Seller where the sale of a Lot has been set aside, or cancelled by the Buyer in terms of paragraph 10 above and Aspire has paid the sale proceeds to the Seller. In such instance, the Seller shall be required to refund the full sale proceeds to Aspire, who will then in turn refund the Buyer. Aspire will then make the Lot available for collection to the Seller; and
- 20.3.7. that any annulment, rescission, cancellation or nullification of the sale in terms of paragraph 10 above shall not extinguish the Seller's obligation to pay the commission to Aspire and/or to reimburse any expenses incurred by Aspire in respect of this.

## 21. WITHDRAWAL FEES

Written notice must be given to Aspire 7 (seven) days prior to the Auction, where a Seller decides to withdraw a Lot from Auction. Aspire reserves the right to convert any Seller's commission and Buyer's premium payable on this Lot, as well as any Recoverable expenses, photography costs, advertising and marketing costs, or any other expenses incurred on a Lot, into withdrawal fees. The amount of this withdrawal fee shall be determined based on the mid-estimate of the selling price of the objects comprising the Lot along with any VAT and expenses incurred thereon given by Aspire.

## 22. PHOTOGRAPHY AND ILLUSTRATIONS

Aspire reserves the right to photograph or otherwise reproduce the images of any Lot put on offer by the Seller for sale and to use such photographs and illustrations as they deem necessary. Aspire undertakes to ensure compliance with the relevant

Copyright laws applicable in their dealings with any and all Lots put up for sale.

## 23. LOTS WHICH HAVE NOT BEEN SOLD

- 23.1. Subject to paragraph 14.4 above, upon the receipt of notice from Aspire of any unsold Lots, the Seller agrees to collect any such Lots no later than the 30th (thirtieth) day after receipt of such notice. The Seller must make further arrangement to either have the Lot resold or collect it and pay all agreed Recoverable expenses for which they are liable.
- 23.2. The Seller shall be liable for all costs, whether it be for storage, transport or otherwise as a result of their failure to collect the Lot.
- 23.3. If after 3 (three) months of notice being sent to the Seller, Aspire will proceed to sell the Lot by Private Treaty or public Auction on the terms and conditions that they deem fit, without Reserve and Aspire shall be able to deduct from the Hammer price all amounts owing to them including (but not limited to) any storage or transport expenses, any reduced commission from the Auction as well as any other reasonable expenses before the balance is paid over to the Seller. If Aspire is unable to locate the Seller, Aspire shall open a bank account in which Aspire will hold on behalf of the Seller the amount due to the Seller.
- 23.4. Aspire reserves the right to charge commission on the Purchase price and any expenses incurred in respect of any unsold Lots.

## 24. AMENDMENT OF THESE TERMS AND CONDITIONS

- 24.1. Aspire may, at any time and from time to time, in its sole discretion, amend, cancel or rescind any provision of these Terms of Business by publication of any such amended Terms of Business (whether on its website or by any other means whatsoever).
- 24.2. No amendment in terms of paragraph 24.1 above shall be binding on any Party to any Sale which has been entered into as at the date of that amendment unless agreed to by the relevant Parties in terms of paragraph 24.3.
- 24.3. No:
- 24.3.1. amendment or consensual cancellation of these Terms of Business or any provision or term hereof;
- 24.3.2. agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms of Business (including, without limitation, any valuation, estimate or reserve issued in terms hereof);
- 24.3.3. settlement of any dispute arising under these Terms of Business;
- 24.3.4. extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Terms of Business or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms of Business,

shall be binding on any Party to any Sale concluded in terms of these Terms of Business unless agreed to by the Parties to that Sale (whether that agreement is recorded in writing or otherwise).

## PRIVACY POLICY AND THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

Terms defined in the Terms of Business shall bear the same meaning when used in this Privacy Policy.

## 1. INFORMATION ASPIRE MAY COLLECT AND PROCESS

- 1.1. Aspire may use and store the following:
- 1.1.1. any information received, whether it be from the completion of online forms for registration purposes or otherwise, from any Bidder, Buyer or Seller (including documents filled out in person by any Bidder, Buyer or Seller);
- 1.1.2. information required to send out marketing material;
- 1.1.3. any data received from the making of a bid or the posting of any material to Aspire;
- 1.1.4. any information received from correspondence between Aspire and any Bidder, Buyer or Seller, whether it be by e-mail or otherwise;
- 1.1.5. information received for the purpose of research, including by conducting surveys;
- 1.1.6. information received from telephone communications, in person or otherwise in carrying out any transaction and/or Auction;
- 1.1.7. general information from the receipt of any hard copy documents in respect of the date of birth, name, address, occupation, interests, credit information (if required by Aspire) and any further personal information of any Bidder, Buyer or Seller obtained by Aspire during the course of conducting its business;
- 1.1.8. details received from the completion of any contract of sale between Aspire, the Bidder, Buyer and/or Seller;
- 1.1.9. details from the visits made to Aspire's website and any resources/information accessed therein;
- 1.2. the aforesaid data shall not be supplied and distributed to any third person without the consent of the relevant Bidder, Buyer or Seller unless such supply or distribution is required

under law or is reasonably necessary for Aspire to ensure performance of any and all of their obligations under the Terms of Business. Therefore, Aspire shall only use the data collected for internal purposes;

- 1.3. personal information, whether private or public, shall not be sold, exchanged, transferred, or provided to any other company for any reason whatsoever without the relevant Bidder, Buyer or Seller's consent, other than for the express purpose of effecting the collection of any purchased Lot. This will not include trusted third parties, who assist Aspire in operating the website, conducting business or servicing the website. All such persons agree to keep the aforesaid personal information confidential; and
- 1.4. the release of any relevant Bidder, Buyer or Seller's personal information if any shall be done only in circumstances which Aspire deems fit and necessary to comply with the law or enforce its Terms of Business and/or to protect third parties' rights, property or safety.

## 2. ONLINE INFORMATION PROCESSED BY ASPIRE

- 2.1. Aspire may collect and store information relating to a Bidder, Buyer or Seller's ("User") computer, including its IP address, operating system and browser type, in order to assist Aspire with their systems administration from the use of the website and previous transactions with them:
- 2.2. Cookies (a text file stored on the website's servers) may be placed on Aspire's website to collect the information from each User pursuant to:
- 2.2.1. incorporating each User's preference and customising the website, business accordingly;
- 2.2.2. improving customer services;
- 2.2.3. the acceleration of searches;
- 2.2.4. automatically storing information relating to the most visited links;
- 2.2.5. sending updated marketing information (where the User has consented to the receipt thereof).

A User has the option to not accept cookies by selecting such option on his/her browser. If a User does so, it may restrict the use of certain links on the website. The sole purpose of the aforesaid cookies is to collect information about Aspire's website and not gather any personal information of the User.

## 3. STORAGE OF PERSONAL INFORMATION

- 3.1. Aspire shall do all such things reasonably necessary to ensure that the security and privacy of all personal information received, is upheld - whether it be from a bid made, a Lot which is purchased or where personal information is stored, recalled or accessed from Aspire's servers and/or offices. This will include the implementation of measures creating an electronic firewall system, regular virus scanning mechanisms, security patches, vulnerability testing, regular backups, security checks and recovery mechanisms and any other such mechanisms that is reasonably necessary to ensure the protection of personal information.
- 3.2. Aspire shall ensure that all employees are sufficiently trained in the use of Aspire's systems to ensure that the protection of all databases containing any personal information is maintained.
- 3.3. Any information relating to, but not limited to, any personal information, account details and personal addresses of any Bidder, Buyer or Seller shall be encrypted and only accessible by limited authorised personnel and stored either on an electronic server or in a safe area on the premises of Aspire. Each individual with such authorisation shall ensure that all personal information remains confidential and is protected in the manner contemplated in this Privacy Policy.
- 3.4. After the sale of a Lot, any credit card and EFT details shall not be stored by Aspire.
- 3.5. Aspire does not send out e-mails requesting the account details of any Bidder, Buyer or Seller. Aspire shall not be liable for any loss suffered as a result of any fraudulent e-mails sent to any Bidder, Buyer or Seller by any third parties or related fraudulent practices by third parties (including the unauthorised use of Aspire's trademarks and brand names) in order to mislead any prospective Bidder, Buyer or Seller into believing that such third party is affiliated with Aspire; and
- 3.6. Aspire may send out e-mails in respect of payment for any registration fees (if applicable) and/or payment with respect to the purchase of a particular Lot placed on Auction.

## 4. AMENDMENTS TO THE PRIVACY POLICY

- 4.1. Aspire may, from time to time, in its sole discretion, amend, cancel or rescind any provision of this Privacy Policy by publication of any such amended version (whether on its website or by any other means whatsoever). It is the responsibility of any Bidder, Buyer or Seller to ensure that they are aware, understand and accept these changes before conducting business with Aspire.

## 5. THIRD PARTY WEBSITES

Any links on the website to third party websites are independent of this Privacy Policy. Any third party's Privacy Policy is separate and Aspire shall not be liable for any information contained therein.



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DETAIL ON PAGE 155

Lot 46 David Goldblatt  
*Woman sun-bathing, Fellside, Johannesburg*

DETAIL ON PAGE 156

Lot 65 Lizette Chirime  
*Untitled*









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